

AUG 29 '24 AM 11:03
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

Yvette Iskander (Eskander)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-against-

A Place AT The Beach IV
Home Owner Association
APATB IV HOA

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names. Do not include addresses here.)

Complaint for Violation of Civil Rights

(Non-Prisoner Complaint)

Case No. _____

(to be filled in by the Clerk's Office)

Jury Trial: ☒ Yes ☐ No
(check one)

NOTICE

Federal Rules of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Plaintiff need not send exhibits, affidavits, grievance or witness statements, or any other materials to the Clerk's Office with this complaint.

In order for your complaint to be filed, it must be accompanied by the filing fee or an application to proceed *in forma pauperis*.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

Complaint for Violation of Civil Rights
(Non-Prisoner Complaint)

Case No. _____

Jury Trial: ☒ Yes ☐ No

HOMEOWNERS ON THE OCEAN FRONT IN MYRTLE BEACH

Owner: Yvette Iskander (Eskander)

Plaintiff,

-against- V.

**HOME OWNERS ASSOCIATIONS ON THE OCEAN FRONT IN
MYRTLE BEACH.**

A PLACE AT THE BEACH IV HOMEOWNERS ASSOCIATION. [APATB IV HOA]

[I]. A PLACE AT THE BEACH IV MEMBERS OF THE BOARD OF

DIRECTORS: Mainly: BOTH the President and the Financial Board

Members:

[A]. The President of the Board of Directors:

- Mrs. Kathy Barringer, Currently President of the Board of Directors, Previously
was the Financial Board Member.

- Mr. Carol Hollendonner, the previous President of the Board of Directors.

- Mr. James Knaus, the previous President of the Board of Directors.

[B]. The Financial Board Member.

Mrs. Katie Gajda; the previous Financial Board Member &

[C]. Current President, Financial Board Member, and Other Board Members.

[II] ATALAYA PROPERTY MANAGEMENT, INC.

[A]. Mrs. Lisa Watts, Community Association Manager; the owner.

Plus:

[B]. Atalaya Reality Employees:

- 1.** Mr. Kendall Benjamin, Property Management.
- 2.** Mrs. Tracy Blackwood, Executive Assistant, Office Management.
- 3.** Gina Pelliccio, Administrative Coordinator.
- 4.** Besides, Others Atalaya employees.

Defendants.

Property Address:

A Place at the Beach IV

SANDpiper building & Sigal building

9670 Shore Drive, Myrtle Beach, South Carolina 29572

I. The Parties to This Complaint**A. The Plaintiff(s)***see attachment*

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Yvette Iskander
205 Suffolk Ct.
Jacksonville, NC 28546

Name

Street Address

City and County

State and Zip Code

Telephone Number

Yvette Iskander (Eskander)
205 Suffolk Court
Jacksonville, Onslow County
North Carolina, 28546
910-650-1062

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known) and check whether you are bringing this complaint against them in their individual capacity or official capacity, or both. Attach additional pages if needed.

Defendant No. 1

please see attachment

Name

Job or Title

(if known)

Street Address

City and County

State and Zip Code

Telephone Number

☐ Individual capacity☐ Official capacity

Defendant No. 2

Name

Job or Title

(if known)

Street Address

City and County

State and Zip Code

I. The Parties to This Complaint

A. The Plaintiff

Name: Yvette Iskander (Eskander)

Mail and home Address:

Yvette Iskander
205 Suffolk Ct.
Jacksonville, NC 28546

Street Address: 205 Suffolk Court

City and County: Jacksonville, Onslow County

State and Zip Code: North Carolina, 28546

Telephone Number: 910-650-1062

Email: yiskander@outlook.com

Plaintiff Owner Yvette Iskander Background Educations and Experiences:

- **SC Real Estate License in 2024, License #139748**
- The Plaintiff was a Tenants Council Board of Directors for 4 years; non-profit organization, affecting 235 units; Aawarded "Certificate of Appreciation" and references from the CDC, Boston, MA.
- B.S. In Pharmaceutical Sciences.
- Master Degree in Pharmaceutical Sciences, Major Immunology, GPA 4.0/4.0. From NDSU.
- Graduate PhD Teaching Assistant in: Microbiology/Immunology, GPA 4.0/4.0. University of North Dakota Medical School.

- Top Graduate students in the PhD Qualified Exam, major Immunology/Pathology, at Boston University Medical School.
- Certificate of Equivalency in Pharmacy from IL in the U.S.A.
- License Pharmacist in South Carolina. Active license #10774.
- License Pharmacist in North Carolina. Active license #17526
- Two courses of Taxes.
- 4 Graduate Statistic classes: "A"
- ~ 10 years analyzing data using SAS: Statistically Analysis System, AVOVA.
- Member in **PHI KAPPA PHI HONOR SOCIETY, From School of Pharmacy, NDSU.** The Highest Honor Society; the top 5% graduates in the U.S.A.
- Member in Phi Sigma Honor Society, from Boston University Medical School.
- Member in Alpha Epsilon Lambda Honor Society, From Boston University Medical School.
- \$1,000 Graduate Fellowship, College of Pharmacy, NDSU.
- Certificate of Merit from NDSU.
- Principal Award Certificate.
- Two Certificates of Appreciations.
- Three Scholarships from College of Pharmacy.

B. The Defendant(s)

I. BOARD MEMBERS

Defendant No. 1

Name: Mrs. Kathy Barringer,

Job or Title: Current Board of Director of A Place at the Beach IV

Street Address: 525 6th Avenue South.

City and County: North Myrtle Beach, Horry County

State and Zip Code: South Carolina, 29597

Telephone Number: 843-272-2695

Email: kaffysmith@yahoo.com

☒ Individual capacity

☒ Official capacity

Home Address: Latest update in 2019:

725 W Campbell Ave GQ, Salisbury, NC 28146

Email: kaffysmith@yahoo.com

Tel #: 864-420-3838

Defendant No. 2

Name: Mr. Carol Hollendonner,

Job or Title: Previous Board of Director of A Place at the Beach IV

Street Address: 525 6th Avenue South.

City and County: North Myrtle Beach, Horry County

State and Zip Code: South Carolina, 29597

Telephone Number: 843-272-2695

☒ Individual capacity

☒ Official capacity

Home address: the latest update in 2019:

643 New Milford Road, Atwater, OH 44201

Email: chollendonner@neo.rr.com

Tel #: 330-947-2907

Defendant No. 3

Name: Mr. James Knaus

Job or Title: Previous Board of Director of A Place at the Beach IV

Street Address: 525 6th Avenue South.

City and County: North Myrtle Beach, Horry County

State and Zip Code: South Carolina, 29597

Telephone Number: 843-272-2695

☒ Individual capacity

☒ Official capacity

Home address: Latest update in 2017:

114 Hickory Lane, Myrtle Beach, SC 29572.

Email: leknaus@comcast.net

Tel #: 843-427-7385

II. ATALAYA PROPERTY MANAGER

Defendant No. 4

Name: Mrs. Lisa Watts,

Job or Title: Atalaya Community Association Manager,

Street Address: 525 6th Avenue South.

City and County: North Myrtle Beach, Horry County

State and Zip Code: South Carolina, 29597

Telephone Number: 843-272-2695 xtn 235

Email: lwatts@atalayamanagement.com

☒ Individual capacity

☒ Official capacity

Defendant No. 5

Name: Mr. Kendell Benjamin,

Job or Title: Atalaya Property Management,

Street Address: 525 6th Avenue South.

City and County: North Myrtle Beach, Horry County

State and Zip Code: South Carolina, 29597

Telephone Number: 843-272-2695

Email: kbenjamin@atalayamangement.com

☒ Individual capacity

☒ Official capacity

Defendant No. 6

Name: Mrs. Tracy Blackwood,

Job or Title: Executive Assistant, Atalaya Office Management,

Street Address: 525 6th Avenue South.

City and County: North Myrtle Beach, Horry County

State and Zip Code: South Carolina, 29597

Telephone Number: 843-272-2695

☒ Individual capacity

☒ Official capacity

Defendant No. 7

Name: Mrs. Gina Pelliccio,

Job or Title: Atalaya Administrative Coordinator.

Street Address: 525 6th Avenue South.

City and County: North Myrtle Beach, Horry County

State and Zip Code: South Carolina, 29597

Telephone Number: 843-272-2695

Email: gpelliccio@atalayamanagement.com

☒ Individual capacity

☒ Official capacity

II. Basis for Jurisdiction

A. The Plaintiff, Yvette Iskander (Eskander), wants a jury trial.

The HOA are Violating the Rules and Regulations of the following:

Violation #1

Violating the Antitrust Federal Laws.

AWARD BOOK; Chapter 6, Page 101; FEDERAL ANTITRUST LAWS.

Laws designed to prevent **MONOPOLIES** and **UNFAIR** trade Practices:

- The Sherman Act of 1890, and
- The Clayton Act of 1914
- The Federal Trade Commission Act in 1914.

Are the bases of the Federal Antitrust Laws.

The PURPOSE of these Acts is to:

- Preserve free competition, and
- Prohibit restraint of trade.
- **By prohibiting businesses from boycotting competitors,**
- **Or any practice by competing businesses “that make it difficult for consumers to find a competitive market”**
- No restraint of trade.
- No monopolistic practices.
- No predatory pricing.
- No exclusive dealing

FEDERAL TRADE COMMISSION ACT [FTCA]:

FTCA is to promote consumer protection and prohibit deceptive practices and unfair methods of competition in commerce including **MONOPOLIES**.

- FTCA is the agency that enforces the Sherman and Clayton Acts.
- Such violation may result in:
- Fines, prison, and/or liability for terrible damages.
- **When competitors agree on charging the same price.**
- Real estate brokerage is a very competitive business, and price ranges tend to be narrow in businesses with lots of competition.
- A brokerage's fee should be based upon independent thinking and **NOT**
ON ANOTHER BROKERAGE'S PRICES.
- Should not be discussed with competitors.
- **VIOLATION:** APATB IV HOAs were comparing How much the next door HOA neighbors were charging their owners for the monthly fees, and try to **"MATCH"** their APATB IV owners budget with close monthly fees \$\$\$\$, NOT based upon how much was APATB IV actual expenses.

Violation #2

Violating the Federal Laws: Discrimination for Racism;

Racial/Color Discrimination.

[**"AWARD BOOK" NATIONAL; Chapter 26, page 337**]

DAMAGES FOR VIOLATIONS:

The court may grant as relief, if deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order, and may award to the plaintiff actual damages and punitive damages, together with court costs and reasonable attorney's fees in the case of a prevailing plaintiff, provided that the said plaintiff is not financially able to assume said attorney's fees.

Violation #3

South Carolina Real Estate Commission (SCREC):

(A). Conversion. Conversion is a breach of trust and is a crime as provided by law. Conversion is MISUSE of trust funds and is a CRIME. The use of Trust funds for a purpose other than the purpose for which they are held.

(B). Fiduciary Duties and Standards of Care;

Fiduciary Duties: Respect, Ethics, Honesty, & Integrity.

Place owners interests first, obedience, confidentiality, honesty, fairness, and reasonable care.

- If the State licensing authority finds that a consumer's complaint against a licensee is justified, the authority may: Suspend or revoke the license as

well as **"REPORT THE CASE TO AN APPROPRIATE JUDICIAL AUTHORITY"**

- **CONTRARY and IN FACT:** The APATB IV HOA deal with owners, especially foreign born American: with Absolute lack of respect, close door policy, treating owners in uncivilized manner; e.g. like inmate in Alcatraz, not in civilized, honorable, respectable behavior.

Violation #4

SOUTH CAROLINA HORIZONTAL PROPERTY ACT, 1967

SATUTORY OWNERSHIP

[AWARD BOOK, CHAPTER 11]

APATB IV HOA Violated the BY-LAWS: page 147

- Condominium by-laws provide for internal operation by the homeowners' association:
- At least 51% of all co-owners are required to adopt decisions.
- Reflection that By-Laws may be amended or modified at any time where two thirds of the owners agree.
- **NOTES:** As for example but not limited:
- When APATB IV Board of Directors found the Plaintiff, Yvette, started to apply for the Financial opening Board position, then APATB IV Board of Election, in 2020-2021 and after, had Violated this By-Laws;

- APATB IV Board of Director, Carol Hollendonner, has changed the rules of presenting the candidates nominee for the Board elections, by establishing a new application for the Board nominees, with only 2 to 3 lines under each subject, that restricted the Board nominees from explaining why and what plan the nominees have for that positions, without any owner approval, just to limit any candidate from being able to explain his plans, so only the preapproved owners by the Board would be elected in the Board.

Violation #5

Violating SC Home Owner Associations Acts.

Violating A Place at the Beach HOA Bylaws.

According to A PLACE AT THE BEACH IV **BY-LAWS:**

(c) An **audit** of the accounts of the ASSOCIATION shall be made **"ANNUALLY" BY A CERTIFIED PUBLIC ACCOUNTANT**, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.

Violation #6

Homeowners Associations & the Laws;

VIOLATING; the Rules and Regulations of Home Owners Associations in South Carolina, Office of the Attorney General: <https://www.consumer.sc.gov/HOA-reports>

I. “The South Carolina Nonprofit Corporation Act of 1994 requires a nonprofit corporation to furnish its latest annual financial statements, that include a balance sheet as of the end of the fiscal year and statement of operations for that year, to any member who demands it. S.C. Code Ann. §§ 33-31-1620 (1976 Code, as amended). Section 33-31-1602(b) and (c) allows a member who gives written notice to inspect and copy the Accounting records of a non-profit corporation if the member’s demand is in good faith and for a proper purpose”

II. Books and records inspection for homeowners associations in South Carolina:
(Op. S.C. Atty. Gen., December 21, 2011 (2011 WL 6959369))

“The bylaws of a nonreligious, nonprofit corporation such as a gated community concerning the inspection rights of members must be consistent with the provisions of §§ 33-31-1602”.

Section 33- 31-1602 of the South Carolina Code provides:

(a) "Subject to subsection (e) and Section 33-31-1603(c), a member is entitled to inspect and copy, at a reasonable time and location specified by the corporation, any of the records of the corporation described in Section 33-31-1601 (e) if the member gives the corporation written notice or a written demand at least five business days before the date on which the member wishes to inspect and copy".

ZACH PASSMORE ENFORCEMENT ATTORNEY

SC HOA Acts: Homeowners Access to Documents:

Budget & Membership lists:

All HOAs are subject to certain access to documents requirements in the "SC NONPROFIT CORPORATION ACT" for the purpose of letting homeowners inspect and copy the association's budget and membership lists.

SC Nonprofit Corporation Act; "HOA member is asking for access to meeting minutes from 5 years ago".

- Violate: Section 33-31-1601

Requires minutes be kept in perpetuity. "Appropriate accounting records" be maintained.

- Violate: Section 33-31-1602 of the South Carolina Code

Requires records be open for inspection on written demand or notice of a member, including accounting records.

Inspection of records by members. This includes a “list of name & business or home addresses of its current directors or officers” which is required to be kept pursuant to section 33-31-1601

“HOA member is asking for access to INVOICES”

Q. Does the HOA have to provide them?

Answer: If Nonprofit: YES, HOA must comply with the NONPROFIT Corporation Act in its entirety.

Please disclose any cases which may be related regardless of whether they are still pending. All responses NO JURISDICTION

	Year	Case #	Reality	Response of the HOA	Results
Consumer Affair	2020	ID # C20-00432	White Reality	We have already answered!	-No Jurisdiction -Involuntary Mediation.
BBB	2020	ID# 15059741	White Reality	We have already answered!	-No Jurisdiction -Involuntary Mediation.
SCREC	2024	ID#192- 1335484445	Atalaya Reality	N/A	NO JURISDICTION
Consumer Affairs	2024	ID# C24-02912	Atalaya Reality	Character attaches!	-No Jurisdiction. -Involuntary Mediation.
BBB	2024	#21931400	Atalaya Reality	Pending	-No Jurisdiction. -Involuntary Mediation.

III. Statement of Claim

SUMMARY HISTORY OF HOA VIOLATIONS WITH THE PLAINTIFF

OWNER YVETTE ISKANDER:

Since the Plaintiff, Yvette, bought my condo in 2006; A Place at the Beach IV, unit #223, I have 3 Real Estate Companies in the HOA;

1. J.W. Property; since I bought my condo in 2006 till 2014.
2. White Reality; from July 2014 to July 2020, closed their Businesses after 56 years in Real Estate Businesses.
3. Atalaya Reality; from July 2020 till present 2024.

-The Plaintiff found almost every item in the budget has been abused, with unrealistic, unacceptable numbers without any reasonable response from the HOAs; accompanied with the ultimate level of rudeness with the owners, especially with the Plaintiff, Foreign Born American Citizen, who cross the red line and dared to ask questions about the corrupted budget.

-Here are some examples of the abused budget, but not limited.

PART I

“MISCONDUCT BUDGET”

“The HOA Abusive the Owners’ Budget”

Allegation # 1: The Annual Audit Budget.

Since Atalaya Reality came on Board in 2020, they refused to provide the owners with The Annual Audit Budget Reports, that was fully supported by the Members of the Board of Directors: even when the Plaintiff, Yvette, have requested several times each year.

VIOLATION: From: Books and records inspection for homeowners associations in South Carolina; (Op. S.C. Atty. Gen., December 21, 2011 (2011 WL 6959369))

- I.** “The bylaws of a nonreligious, nonprofit corporation such as a gated community concerning the inspection rights of members must be consistent with the provisions of §§ 33-31-1602”.
- II.** Section 33- 31-1602 of the South Carolina Code provides:
- III.** (a) “Subject to subsection (e) and Section 33-31-1603(c), a member is entitled to inspect and copy, at a reasonable time and location specified by the corporation, any of the records of the corporation described in Section 33-31-1601 (e) if the member gives the corporation written notice or a written

demand at least five business days before the date on which the member wishes to inspect and copy”.

In September 1st, 2020, Mrs. Lisa Watts, Owner of Atalaya Property Manager sent email stated that:

“We do not have the June 30, 2020 AUDIT YET. It will be posted for all owners as soon as we receive it”

From the Owners Portal: The only Audit Atalaya Realty have presented in the owner’s portal, since Atalaya Realty came on Board in 2020 till 2024, i.e. almost 5 years, was in February 1st, 2023, and for both the year of June 30, 2021 and 2020, i.e. after 4 & 3 years?

VIOLATION: According to A PLACE AT THE BEACH IV **BY-LAWS:**

- (e) An audit of the accounts of the ASSOCIATION shall be made “ANNUALLY BY A CERTIFIED PUBLIC ACCOUNTANT”, and a copy of the report shall be furnished to each member not later than April 1st of the year following the year for which the report is made.
- While in the Owners Budget: #840 = tax/audit, the HIOA was charging the owners ~2,000 per each year for tax/audit.

Tax/Audit	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
#840	\$1,500?	\$1,800?	\$2,000?	<u>\$2,000</u>	\$2,000?

From the HOA "AUDIT" Accounting for 2020-2021, that was reported in

February, 1st, 2023:

	<u>Total 2020</u>	<u>Total 2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
<u>Accounting</u>	<u>\$1,360</u>	<u>\$1,400</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Services</u>					

Q. Exactly how much the accounting service coast in 2023?

A. Owners' budget = ~\$2,000

B. Account service Report: $\$1,360 + \$1,400 = \$2,760$

NOTE: If the only audit the HOA had done in the last five years, since Atalaya came in 2020, was **ONLY ONCE** in **February, 1st, 2023**, for both years 2020 & 2021 together, i.e. Atalaya Reality's first time **audited was after 4 years for the year 2020 & after 3 years for the year 2021?** While year 2022, 2023 were not audited, that is means Atalaya have paid \$2,000 [NOT **\$1,360 + \$1,400 = \$2,760**] in 2023 budget for the year 2020 & 2021, but no auditing for year 2022, 2023, & 2024?

VIOLATION: CONVERSION.

Q. To whom the HOA was paying the ~\$2,000 in the #840= tax/audit budget every year for the year 2020 = \$1,500 / 2021= \$1,800 / 2022= \$2,000.

Total = \$5,300 to whom it was paid?

- Email in September 1st, 2020 from Mrs. Lisa Watts.

- Email in September 22nd, 2020 from the Plaintiff.

NOTE: The Plaintiff noticed that whenever the HOA changed the Real Estate, the new HOA tried not to present the last budget of the previous Real Estate to the owners, as it happened when White Reality came on Board.

-The Plaintiff had hard time to get the Financial statement of 2012 budget N/A, was not available in the owners portal, even the Plaintiff have requested several times, and 2013 budget was Compilation NOT AUDIT!

-Most Likely the HOA, Atalaya, was following the same policy.

- ONLY because the Plaintiff insisted to provide the annual AUDIT budget several times every year, then the HOA was forced to audit 2020 four years later in 2023!

Allegation #2: BUILDING INSURANCE

-Since the Plaintiff had discovered "**OVER CHARGES**" in the insurance budget to the owners "**FAR OVER**" the HOA actual real payment to the insurance company within few years, 2015 to 2019, with the previous White Reality and the Board of Directors. The HOA NEVER was able to answer these overcharges payment till present 2024.

- Atalaya Reality, with the full cooperation and support of the Board of Directors, refused to provide the owners with the annual insurance reports that the owners used to have with the previous two Real Estates; J.W. Property & White Reality, without the owners' request [even White Reality did not provide the owners with the total final charges, "PREMIUM" per year of the Insurance Company], but the Plaintiff was able to get the Total charges, "PREMIUM" the HOA was paying, by contacting the Insurance Company themselves directly, i.e. from the mother source. That was why the HOA, with the full cooperation of the Board of Directors, would not repeat the same mistake White Reality have done before; by giving the owners any information about the insurance Company; e.g. the insurance Company name, Telephone number, address, email, etc, as White Reality have done before, where White Reality close their business after 56 years.

I. Atalaya Management: Insurance Budget

- Atalaya From 2020 till present 2024

- Mrs. Kathy Barringer is the current Board President.

Year 2024: Raised the Owners fees to \$1,089 Monthly Fee/unit =

\$566 monthly fee per unit + \$6,275 Insurance Assessment=

Total \$13,067 per unit/ year.

I. "The Portal Owners" The HOA NEVER mentioned that the Portal

Owners have Two different Insurance Companies. The Plaintiff has discovered it by contacting both insurance Companies:

A. The NEW Insurance Company: "McGriff"

- Started from 10/24/2023 to 10/24/2024 & till present.
- From the HOA letter to the owners;

1. The TOTAL insurance payment for the year of 10/ 2023-10/2024 was =

\$721,929.60 reported by the HOA, NOT by McGriff Insurance

Company?

2. Total insurance for the year 1/2024-12/2024 = \$692,997.42, reported by the HOA, NOT by McGriff insurance Company.

- In August 26th, 2024; the Plaintiff have contacted McGriff Insurance Company; Mrs. Christen, Tel # 843-448-8122 & 843-286-4012.
- Where the Plaintiff was informed by Mrs. Christin that:

- 1.** The \$694,740 was the only charge the insurance McGriff had charged from APATBIV for the year 10/2023-10/2024.
- 2.** McGriff Insurance of 10/24-10/25 is not yet known, till one month before the renewal, i.e. 10/2024?
- 3.** McGriff insurance did not charge the \$721,929.60 to the HOA, that they have sent it to the owners for 10/23-9/24, and Mrs. Christen have no idea about this \$721,929.60, is not from McGriff Insurance Company?
- 4.** In October 9th, 2021: the Plaintiff was not allowed to contact the Board Members, according to a letter to the owners by the HOA direction.
- 5.** In February, 8th, 2024: Also, the Plaintiff is not allowed to contact Atalaya Reality or the Board Members, according to the HOA lawyer, McChutchen's letter in February 8th, 2024.
- 6.** Therefore the only hope for the Plaintiff to get a clear real answer about the total mass of the insurance Premium or any other abused budget question, is to file in the court "UNDER OATH", to be able to get the real answers for the conflict of hundreds of dollars in the premium insurance and other budget questions that have no answers?

B. The Old Insurance Company: "ACORD"

- 1.** Started in 2012 till 2023, about 12 years.

2. From the Portal Owners Reports: the HOA posted ONLY the

Certificate of Liability from 10/24/2022 to 10/24/2023 of ACORD

Insurance Company.

3. NOTE: ACORD Certificate of Liability showed only how much the insurance would pay per each incidence, not the premium for the owners to compare and contrast the huge differences increase of payment.

“The HOA answered Without an Answer”

Therefore, by adding:

A. EXTRA \$6,276 for 2023-2024 new Insurance Assessment for the new Premium of McGriff insurance Company.

B. Plus, HOA increase the monthly fee from \$420 in 2023 to \$566 per month per unit in 2024.

The Monthly Fee in 2024:

C. Total \$6,792 monthly fee per each unit per year 2023-2024.

D. Total payment \$13,067 with the insurance assessment per unit/year 2023-2024.

E. Total payment for 132 units = \$13,067 X 132 units = \$1,724,844 per year.

4. The Plaintiff had contacted ACORD insurance Company Account

Executive, Mrs. Teresa West, Hub International; Tel # 843-839-4379, for
2022-2023

The Total premium was = **\$197,539.96** for 2022-2023;

Documented in emails available upon request.

5. That was why the HOA NEVER mentioned to the owners why they have
SWITCHED the Insurance Company ACORD, with Premium \$197,539.96
in 2022-2023, to the New McGriff Insurance Company with Premium
\$721,929.60 in 2023-2024, for the owners to understand the huge increase
in the insurance Premium payment was due to SWITCHING to the new
McGriff insurance Company with **extra \$524,389.64 Premium** than
ACORD Insurance Company?

6. The **Certificate of Liabilities** for both Insurances; ACORD and McGriff
are the same, i.e. NO advantages of McGriff than ACORD Insurance, for
the HOA to switch to McGriff and let the owners pay EXTRA \$524,389.64
per year 2024?

7. The ONLY reason the HOA had mentioned to the owners for the EXTRA
\$6,276 per unit was the insurance inflation, NOT because the HOA have
SWITCHED the Insurance Company, that was why the owners have to
pay EXTRA \$6,276 per unit, insurance payment for the year 2023-2024
with the same Liability?

8. The HOA just added the \$6,276 EXTRA McGriff insurance Premium payment as special assessment.

Ins Comp	<u>ACORD</u>	<u>McGriff</u>	<u>McGriff</u>
Started	2012-2023	2023-2024	2024-2025
Total Ins.	2022-2023	\$721,929.60	\$692,997.42
Payment	\$197,539.96	.	
Reported by:	ACORD Ins	HOA NOT McGriff Comp	HOA Not McGriff Comp
Difference		\$524,389.64	

From my experiences, Real Estate businesses based mainly on

“COMMISSION”:

Q. Why the HOA SWITCEHED from ACORD less than ~**\$200K** in 2022-2023

per year to McGriff Insurance Company for ~**\$722** per year in 2023-2024?

While both Insurance Companies offered the same Liability?

Atalaya Insurance Budget: 2020 - 2024

Year	2020	2021	2022	2023	2024
Ins Comp	Acord	Acord	Acord	Acord	McGriff
Item #800, #802	\$170K	\$80 K	\$165 K	\$203,627	\$382,934
Owner Budget		(7-12)		(\$197,539)	
Insurance					
Audit Accounting	\$118 K	\$136 K	N/A	N/A	N/A
Reports					
<u>-Ins. assessment</u>	\$158K				
<u>Actual Insurance</u>	19-20	20-21	21-22	22-23	N/A
<u>Company</u>	Acord	Acord	Acord	Acord	McGriff
<u>Payment by HOA</u>	122,9K	138,6K	\$160,1K	\$197,5K	
Final Total	N/A	N/A	N/A	McGriff	McGriff
Payment By HOA				\$721,929?	\$692,997.42
				10/23-10/24	<u>1/24-12/24</u>
Total Differences				\$518,302.6	\$310,063.42
\$828,366.02					

II. White Reality Insurance Budget:

White Reality: From 2014 to 2019

Mr. Jame Knaus President from 2010 - resigned in 2018.

Mr. Carol Hollendonner, the Board President from 2018 resigned in 2020,

Mrs. Kathy Barringer the Board Financial from 2014 to 2020.

Currently Mrs. Barringer is the Board President from 2020 to 2024.

Monthly fee = \$225 to \$290/month/unit,

Rose to \$390 per month for the insurance.

Year	Owners payment to HOA	Accounting Report	Special Insurance Assessment	HOA Payment to the Insurance
2014	\$163,214?	\$203,066	<u>May be not for insurance?? (\$196.5K)??</u>	<u>N/A</u>
2015	\$160,423	N/A	<u>May be Not for insurance?? (\$198K)??</u>	\$155,721
2016	\$121,768	<u>Audit Account:</u> \$130,337	<u>\$198,000**</u> <u>Hurricane Mathew</u>	\$117,605
2017	\$186,024	<u>Compilation:</u> \$115,594	<u>\$158,400**</u>	\$108,930
2018	\$186,024	<u>Compilation "Total"</u> \$107,921	<u>\$158,400**</u>	\$110,651
2019	\$186,024	<u>Audit</u> \$118,356	<u>\$158,400**</u>	\$112,671

III. J.W. Property Insurance Budget: \$225 Monthly Fee.

2007	2008	2009	2010	2011	2012	2013
\$219 K	\$219 K	\$188 K	\$176 K	188 K	\$179 K	\$168 K

COMMENTS ON THE INSURANCE BUDGET:

Reviewing the three budget insurances for the three Real Estate Companies;

1. Even J.W. Property was paying the highest insurance premium till 2022; the monthly fee was only \$225/unit.

2. Even Both White Reality and Atalaya were lower premium in the annual insurance buildings per year till 2022 than J.W. Property, but the HOA did not stop from continuously increasing both the monthly fee every year, and have special Assessment between \$198K and \$158,4K extra special assessment for the insurance buildings per year.

3. In 2016 there was Hurricane Mathew, the owners paid **\$198K** special insurance assessment while the **Insurance premium from the insurance budget \$121,768, (Audit Account: \$130,337).**

A. The HOA **actual payment** to the insurance was **\$117,605**; consequently the insurance Company did not cover any repairs to fix the building?

B. Instead all the building repairs, from Hurricane Mathew, were fully paid by the owners, total \$682,400 in two years. I.e. \$5,200 per each condo in two years 2018 & 2019.

C. The HOA had finished the repairs of each building, before the owners started to pay "ONE CENT" in the insurance assessment repairs in both years 2018 & 2019?

Allegation #3: BUILDING EXPENSES.

-Since Atalaya came in 2020, the HOA hardly spent money in the building repairs during the whole year, unless it was essential, necessary, with the minimum cheapest lowest charges to spend on the buildings, comparing to the estimated owners budget for the building repairs in the yearly budgets.

E.g. From the Owners Budget: **item #435: misc repairs/supplies.**

-Also, the HOA was trying to put the entire full load and the blame on the owners if there were any building repairs, so the HOA would force the owners to pay for the repairs, and to keep the building budget repairs money.

- For example: as it happened with the Plaintiff, in **December 8th, 2022,** referring plumbing problems in another condo:

A. Atalaya Reality was demanding to let the Plaintiff paid for the plumbing problems for another condo.

B. NOT ONLY THAT, but also Atalaya's plumbing have damaged the Plaintiff bathroom wall with two large holes; one in the bathroom wall and another hole in my master bedroom closet. **Where Mr. Benjamin and Atalaya's Plumber, first took the Plaintiff's permission before the plumber opened the two holes, and promised the Plaintiff they (both Mr. Benjamin, and their plumber) would repairs the two holes and paint it. That was why the Plaintiff allowed the plumber to make the two holes in my condo, since originally the Plaintiff did not have any plumbing problem in the condo.**

C. Even, Mr. Benjamin had came twice to the Plaintiff's condo, before he brought the plumber, to check if there were any plumbing problems or leak in the bathrooms or the kitchen sinks and floor. The condo floor was totally dry, besides, the Plaintiff have remodeled the entire condo the floor, just few months with new vinyl tiles. Lows' Floor maintenance NEVER had any problem with plumbing in the bathrooms or the kitchen floor while they were replacing the floor.

D. CONTRARY to what Mr. Benjamin and their plumber were expected; Atalaya's plumber found the pipes connected to the Plaintiff's condo were totally dry not wet with no leak or any plumbing problems.

E. Even though, Mr. Benjamin insisted that the Plaintiff have to pay the plumber bills for the other condo, and refused to fix the two holes they promised the Plaintiff they would fix it before they open the two holes, and painted the bathroom wall.

9. NOTE: the Plaintiff STRONGLY believed; Atalaya Reality charged the other condo for the same plumbing bill too they wanted the Plaintiff to pay, i.e. double charged the same plumbing bill to both condos, without using the building budget repairs' money?

F. So, Atalaya would save most of the building repair expenses at the end of each year, instead let the owners paid for the building repairs!

G. Besides: Atalaya's plumber insisted to charge the Plaintiff for the time he had spent it in the Plaintiff's condo, even the Plaintiff did not call the plumber, since there were no plumbing problems from the beginning in the Plaintiff's condo. When the Plaintiff refused to paid the plumber, then the plumber deliberately damaged the toilet siphon and flood water in the bathroom floor, and took pictures?

H. Even the Plaintiff have strongly disputed the plumbing bill for the second condo, the HOA wanted the Plaintiff to pay, explaining the actual incidences, after Atalaya and their plumber promised the Plaintiff they would close the two holes, and paint the wall.

D. End up, the Plaintiff have to pay to fix the 2 holes, painting the bathroom wall, and replaced the siphon, that Atalaya plumber had deliberately damaged.

Documented in emails to the HOA:

E. Email in: March 7th, 2023 &

F. Email in: April 9th, 2023.

I. Since then Atalaya kept sending the Plaintiff directly the Plumbing bills, with **Retroactive back pay increments charges**, e.g.

Started from \$722 in April 3rd, 2023, increasing the bill to:

G. \$5,126 in April 3rd, 2024, &

H. \$3,700 in June 3rd, 2024.

Violating their lawyer requesting to restrict the communication with the Plaintiff only through their lawyer.

I. TOTALLY IGNORING EXACTELY WHAT REALLY

J. Email in April 3rd, 2024, by the Plaintiff to HOA Lawyer.

HAPPENED AND THEIR PROMISES TO THE PLAINTIFF: for

two reasons:

FIRST: Atalaya Reality wanted to save as much as they can from the building budget repair expenses, instead let the owners paid for it, especially

if the owner is Foreign Born American, so Atalaya would collect the largest money left from the budget building repairs at the end of each year.

SECOND: Also Revenge and Retaliation, especially from the Plaintiff.

Foreigner Born American Owner, because the Plaintiff always have questioned about the abused budget, where the HOA considered crossing the red line for the owners to DARE to questions the HOA about the corrupted budget, because the HOA have **NO ANSWERS!**

The Plaintiff STRONGLY believe the building expenses didn't match the actual real building expenses per year the HOA were charging the owners, i.e. **FAR OVER CHARGES!** As for example but not limited:

Building Expenses	Yr 2020	2021	2022	2023	2024
#435 misc repairs/supplies	??	\$23,000	\$60,000	\$48,000	\$40,000
Xxx other expenses		xxx etc.	Xx etc.	Xx etc.	Xx etc.
Total	??	\$57,686	\$121,684	\$89,344	\$80,144

-When there were real damages in the buildings, the HOA would ask for separate annual Assessments, and would not fix it from the building budget repairs or the money in reserve, as it happened before many times in the previous years.

NOTE: recently, when the HOA realized that the Plaintiff wasn't silent, but I was busy taking the SCRE license, then the HOA started to do some repairs in the buildings at the end of year 2023 and year 2024, e.g. repairs the ground of the parking lot, where the HOA charged the owners just few years ago for \$198,000 Assessment, to repair the whole parking lot that was absolute failure project, and the HOA wanted to redo it again, etc.

Allegation #4: MONEY IN RESERVE:

year	2020	2021	2022	2023	2024
#301=Reserve	\$??	\$28,227	\$56,597	\$67,533	\$116,973

- Since the Plaintiff started to track the budget in 2010, I hardly found any expenses or explanation to how the money in reserve have been spent in the budget, or carry over to the next year?

- How, where, and what expenses the recent HOA have spent the money in reserve every year since 2020 till present 2024? Money in reserve is to be used in case the HOA need for building repairs.

Q. How much money in reserve was in the budget left in 2020, when Atalaya Reality took over from White Reality?

NOTE: Since 2010, the HOA requested to add \$50 to the monthly fee per each unit, \$79,200 per year, for the money in reserve till present time 2024.

Q. What expenses the money in Reserve has been used in the building repairs, if the yearly budget of building repairs was far over budget already?

- Email in **September, 7th, 2017** regarding money in Reserve, & other emails.

Allegation #5; From the Owners' budget; Item #810:

Printing/Postage/Office Supply = \$4,000 per year.

- 1.** Since most of the HOA communications between the HOA and the owners were through emails not regular postage mails anymore, the main expenses the owners have from item #810 are the car parking paths!
- 2.** The HOA, after Atalaya came on Board, started to provide only restricted numbers of parking paths per each owner, not enough for the whole high season, especially for owners with rental condos.
- 3. NOT ONLY THAT BUT ALSO in November 2nd, 2023,** The Board of Directors, put restriction from reusing the limited number of parking paths per each unit, to be sure the owners with rental condos **will not reuse the same parking paths again for another rental.**

4. So the owners will be obligated to buy parking paths from the HOA, because \$4,000 mainly for the parking paths was not enough per year expenses for the HOA?

- While White Reality was charging \$2,000 per year, and provided the owners with unlimited parking paths as much as the owners need without any restriction or extra charges for the owners to have enough paths for the whole rentals season, also the owners could reuse the paths again.

- Even though the \$2,000 was way overcharges for the parking paths per year. In White Reality accounting Compilation reports for the year 2017 was = \$89, and 2018 was = \$90, NOT \$2,000 as it was in the owners' budget.

Email in **2016**, & in **September 15th, 2017**.

- The current HOA have doubled the budget from \$2,000 with White Reality to \$4,000 with Atalaya Reality, and restricting the numbers of parking paths provided to each owner per year. The HOA knew the numbers of paths would not be enough for the whole season for owners with rental condos, so the owners would be obligated to buy extra parking paths, and the HOA will make extra money?

Email to the HOA IN February 21st, 2022

Previous White Reality charges for Office Supplies & expenses till year 2019.

P.O.V.	Charge	2017	2018	2019
<u>White Reality</u>	Owners Budget 2019	Accountant Compilation	Accountant Compilation	Accountant Audit
Office Supplies & expenses*****	\$2,000 ALWAYS	** \$86 **	** \$90 **	** \$2,211 **

-The ONLY GOAL for the HOA for this new parking paths' policy is to take advantages from each item in the budget to make more money as much as they can.

- 1.** The Plaintiff have heard several answers from Atalaya employees about the new policy referring the parking paths, but they were conflicting with each others, and didn't make any sense at all, other than taking advantages from the owners and making more money.

Documented in email to the HOA in January 5th, 2023, and other emails.

- 2.** PLUS give the Plaintiff, owner Yvette, an easy case to prove how the HOA were abusing the owners' budget.

Allegation #6: NEW ITEM IN THE BUDGET:**#530= EXTERIOR Pest Control \$500 per year?**

Item #530 Exterior Pest Control "**NEVER**" was in the budget before till Atalaya come on Board in 2020.

The only regular pest control in the budget before 2020 was:

**#480= Interior Pest Control per year \$5,544, for BOTH INTERIOR AND
"EXTERIOR"!**

Owners Budget	2020	2021	2022	2023	2024
#480 Interior Pest Control	??	\$2,772	\$5,544	\$5,544	\$5,544
#485 Termite Inspection	??	<u>\$4,790?</u>	\$4,790	\$1,100	<u>\$1,100?</u>
#530 Exterior Pest Control???	??	<u>\$500?</u>	<u>\$500?</u>	<u>\$500?</u>	<u>\$500?</u>

From the Accounting "AUDIT" Reports for 2020-2021:

	Total 2020	Total 2021	2022	2023	2024
Termite Treatment	N/A	\$950	N/A	N/A	N/A
Exterior Pest Control	N/A	\$4,790 +	N/A	N/A	N/A
Interior Pest Control	\$5,688	\$5,544=	N/A	N/A	N/A
Total Pest Control		(\$10,334)			

-The Plaintiff has investigated item #530 = \$500 from the exterminator company themselves. The exterminator company charged ONLY \$5,544 per year for **both** **"Exterior" and Interior**, but the exterminator Company didn't charge for the \$500 EXTRA for what so called EXTERIOR PEST CONTROL? HOA NEVER answered my question about the \$500 in item #530 till present?

Email to the HOA in February, 21st, 2022.

Allegation #7: From the Owners' Budget;**A. Item #827 ADMINISTRATIVE &****B. Item #830 ANNUAL BOARDS MEETING &****DIRECTOR EXPENSES:**

Year	2020	2021	2022***	2023	2024
<u>From Owners Budget</u>		Jul-Dec	Jan-Dec		
#830= <u>Meeting Social</u>	??	\$2,000	<u>\$6,500?*</u>	\$3,000	\$1,200
#827 Administrative		\$2,000	<u>\$4,500?*</u>	\$500	\$500
#507 Director Expenses	Old=\$9,500	N/A	N/A	N/A	N/A

Atalaya Audit Accounting Budget

Atalaya AUDIT Accounting	Total 2020	Total 2021	2022 N/A	2023 N/A
Administrative & Meeting Expenses	\$1,219	\$8,505?	N/A	N/A
Director Expense (Not in the owners' budget)	\$8,900	N/A	N/A	N/A

I. during Corona crisis, especially in year 2020 & 2021, the HOA meetings were

“Teleconference” through the internet. Therefore, there were **NO lives**

MEETING EXPENSES: neither with the owners nor with the Board.

Q. What exactly where the budget expenses in Meeting Social Item #830 and #827

Administrative, during these periods of Corona in the teleconference meetings,

either in the Owner’ budget or Accounting audit budget? E.g. **\$8,505?** in **2021**.

2. Board Meetings Expenses: For the “Volunteers” Board Members!

Notes: In July 21st, 2017: From the Board of Directors’ Meeting:

A. Travel expenses for the Board Meeting, and stated that the U.S. government passed rate of **\$0.53.4 cents per mile** for business travel, remain the same until the July 2018, then changed annually to match what the U.S. government passes for that year.

B. Reimburse members of the Board **\$50 for attending a meeting** in person for those that live in the area.

C. Also, **\$25 for Board members to reimburse for meals.**

Q #1. Why the Director Expenses is not in the Owners’ budget (e.g. 2020), only in the Audit accounting report of 2020?

Q #2. How much each Board Member charged per each meeting?

Q #3. How much each Board Member charged total each year; for the year 2020, 2021, 2022, 2023, and 2024?

Q #4. Is the HOA still paying each Board member for mileages, even if the Board Member was already in Myrtle Beach "**BEFORE**" the time of the quarterly Board meeting for a while, and did not come specifically to Myrtle Beach to attend the meeting?

Q #5. How much currently did the HOA pay the Board Member per millage, attending the meeting, hotels, and for the meals?

Note: The Plaintiff had discovered that White Reality with some Board Members owners were attending their quarterly Board meeting through the teleconferences, even though they still were paid for mileages?

Q #6. How much did the HOA charge the Board Member who attended the quarterly Board meeting through a teleconference, while he staying in another State, e.g. Michigan?

Q #7. Did the HOA still pay the Board Members for hotel, even if the Board Member stayed in his condo and not in a hotel?

Also, I have discovered with the previous White Reality, that most if not all the Board Members were staying in their condos during their quarterly and annual Board meetings, even though they were paid for the Hotels?

Q #8. Did the HOA pay for the hotel for just one night, or the HOA pay for more than one night in the hotel?

The previous White Reality used to charge the owners budget in item #507 – Directors Expenses: with \$9,500 per year for the Board Members expenses? The Plaintiff, have analyzed and explained the \$9,500 Board Members Expenses, and found it was far...far over budget already.

- Documented in email to the HOA in **September 11th, 2017**, , but the HOA NEVER ANSWERED the Plaintiff till present. Instead, always deviated to answer totally different question, **September 15th, 2017**?

- This is one of the reasons, the HOA removed all the owners information they used to previously provided it to the owners. So owners, like the Plaintiff, will not be able to figures how they calculated the Board Directors Expenses?

-The Item #507 for the Board Members Expenses disappeared from Atalaya's Budget? Even the monthly fee has increase every year to more than double than what the owners used to pay with the previous White Reality?

Allegation #8: OVER CHARGES ITEMS IN THE BUDGET:

A. Landscaping.

B. Pool.

C. Fuel

D. Etc. Etc. Etc.

Year	2020	2021	2022	2023	2024
A. Pool	??	\$4,500	\$10,000	\$11,500	\$10,500
B. Fuel	??	\$2,500	\$5,000	\$7,800	\$7,800

K. Almost most of the items in the owners' annual budget were far over budget or unrealistic, even before the inflation.

A. APATB IV don't have large ground for all these expenses, i.e. any one's house could have larger ground than what we have in APATB IV landscape, because most of the ground is for the parking lot and the building.

Besides, the landscape ground in APATB IV, have very...very...very poor quality of grass, and is just few feet wide around each building.

B. Also, the medium small size pool, smaller than many pools in different compounds located away from the beach.

C. FUEL; mainly for landscaping, building corridors and. heating the swimming pool for no more than "ONE MONTH" at the most per the whole year.

D. Besides, the expenses for most of these items were only for few months, less than 5 months per the whole year, mainly spring and summer, but most of the fall and winter hardly there were any activities or works needed to be done for these areas for full time, consequently minimum expenses.

E. White Reality was charging item # 610 FUEL = \$6,000 per year in the owners' budget, while in the Accounting Budget was thousand dollars less!

Fuel	2017	2018	2019
Owner Budget	\$6,000	\$6,000	\$6,000
Accounting	\$3,560	\$4,781	\$2,860
Budget	Compilation	Compilation	Audit
Differences	\$2,440	\$1,219	\$3,140

F. From the previous budget of White Reality: the Plaintiff discovered huge differences by thousands of dollars, between owners budget presented from the HOA to the owners, and the HOA budget presented to the accountant in both the HOA accounting Reports: Compilations or Audits.

NOTE: Comparing the HOA monthly fee for: landscaping, pool, fuel, maintenance man, other administrative expenses: printing, postage, & office expenses, Board Meeting, etc. e.g. in Conway, George Town, and other different places away from the beach, where they have much larger landscape areas, larger pools, but most of

their monthly fees much cheaper than the compound buildings located directly on the ocean front, some ranges between \$65 to \$95 per month per owner up till year 2023.

Q. Since Atalaya Reality has other compound buildings they are managing besides APATB IV, the Plaintiff's question: **Q.** Did the HOA bought all their needs from the landscape materials, pool chemicals, etc. for ONLY APATV IV, ~~or~~ for all their compound buildings they are managing, and charged each compound with the same bills?

Allegation #9: THE LAUNDRY WASHING MACHINES.

A. APATB IV, used to have regular to large size of coins laundry washing machines Room in each floor. Recently, since Atalaya Reality came, the HOA have replaced all the laundry washing machines in each floor [Not the dryer machines], to the smallest size of the laundry machines that hardly can take one king bed set in one load. Therefore: instead of using one load of washing the laundry, [which mainly linens and towels, besides the swimming dresses], with the current smallest coins size laundry machines, owners/rentals will need to divide the same laundry load into 2 or even 3 loads to wash their laundry previously was in one load only.

B. Besides, the HOA increases the charges of coins to use the laundry, to get more advantages from collecting more money from the laundry, taking advantages from increasing the electricity bill.

C. Q. Why the HOA replaced the laundry machines to the smallest laundry machines, what was the HOA's goal for the benefit of the owners?

D. Q. Where is the money from the Laundry machines spend in the owners' budget?

Allegation #10: TV CABLE TV & INTERNET.

-The HOA have increased the fee for the internet and T.V. cable, while decreasing the numbers and qualities of channels in the T.V. Cable, with missing most of the valuable important Cable channels the owners used to watch before.

-The Plaintiff have contacted the T.V. Cable Company, and was informed that the HOA have chosen the T.V. Package the owners are currently used, i.e. the cheapest lowest T.V. Cable Package the HOA could find, while increasing the Cable fee in the owners budget?

Q. Was the large owners' budget bill for the T.V. for ONLY and ONLY APATB IV?

I.e. how much the HOA really charge for only and only APATB IV cable bills?

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
#725 Cable TV/internet	??	\$43,400	\$92,059	\$101,378	\$112,973

Allegation #11: MAINTENANCE MAN.

-The Plaintiff used to spend most of the fall and winter, between 5 to 6 months per year in my condo in Myrtle Beach. Since Atalaya came on Board in 2020, they hardly have a full time maintenance per year in the premises. Recently, the maintenance man hardly present in the buildings, not even once a week, and if the maintenance man came to the buildings hardly spent 2 hours each time. **Besides**, the Plaintiff was informed that the same maintenance man also was working in other Compound buildings for Atalaya besides APATB IV **in the same day!**

-During fall and winter, usually there were not many owners or rentals in the premises, and the buildings did not need full time maintenance every day as during the high season, while the HOA are still charging the owners with full time maintenance per the whole year?

-The Plaintiff has sent emails to the HOA, requesting to clear the situation of the maintenance man, but as usual I NEVER RECEIVED ANY RESPONSE TILL PRESENT. E.g. Email in **December 21st, 2023**, by the Plaintiff.

-Since Atalaya Reality is managing several compound buildings besides APATB IV,

Q. Did Atalaya Reality are charging each compound building they are managing with full time of the same maintenance man?

Allegation # 12: HOA Lawyer Mr. McCutchen Expenses Paid from the Owners Budget.

-In January, 23rd, 2024, when Atalaya Reality have realized that the Plaintiff going to use my HOA emails against the HOA in my case, in just few days the HOA have hired a lawyer, Mr. McCutchen, who sent the Plaintiff a "HOSTILE LETTER" in February 8th, 2024.

A. Describing the Plaintiff with uncivilized languages of inmate in Alcatraz, not civilized respectable owner asking for her right. The letter was full of FALSE ACCUSATIONS, proclaiming the Plaintiff have attacked the HOA Members that could not be proved, because it NEVER happened.

B. Also, the lawyer requesting the Plaintiff to restrict any communication with the HOA only to be through the lawyer.

- That was the only way for the "CLOSED DOOR POLICY = THE UNTOUCHABLES" "of the current HOA to keep the Plaintiff away from asking

questions for the corrupted budget that the HOA could NEVER be able to answer by hiring a lawyer?

Q. 1. Were the HOA paying the lawyer out of their own pockets, as when the Plaintiff have hired a private paid lawyer in 2020-2021 against the HOA?

OR, the HOA are paying the lawyer McCutchen from the owners' budget, to defend themselves against the Plaintiff, for their failure to answer the Plaintiff's questions for the abused budget?

Q. 2. Was it LEGAL for the HOA to hire a lawyer, to defend the HOA against the countless violations in the HOA BY-Laws, SCREC, and Federal Laws, and paying the lawyer from the owners' budget, not from the HOA personal pockets, as the Plaintiff have done?

Allegation #13: ANTTTRUST FEDERAL LAWS:

Since 2010, when the Plaintiff started to have questions about the corrupted budget, the ONLY and ONLY answers from the HOA, to defend themselves for the abused budget, was to compares HOW MUCH THE NEXT DOOR HOAs were charging the owners with how much APATB IV HOA were charging their owners, but the HOA ws NEVER able to ONLY focused on how much APATB IV real expenses, as for example but not limited:

I. During many Annual Board meetings with the owners, e.g. Mr.

Hollendonner the Board President.

Email in December 24th, 2021, by the Plaintiff.

2. In February 14th, 2018: The Financial Board Mrs. Kathy Barringer, currently the Board President, life with the Plaintiff, gave the Plaintiff two options:

A. "Either to sell my condo and leave, OR,

B. The next door condo complex around the area were paying \$800 per month (in 2018), while A Place at the Beach IV was paying only \$390 per month. Then Mrs. Kathy Barringer warned the Plaintiff: if the Plaintiff did not like the \$390 monthly fee, Mrs. Barranger would raise the monthly fee of APATB IV to \$450 per month, to be close from the next door HOA neighbor monthly fee.

L. Email in May 15th, 2018; PART I, "FIFTH FACT".

M. Email in September 10th, 2022, by the Plaintiff.

N. Unfortunate, that always was the only answer the Plaintiff has from the HOA: from both the Board Members and the Reality, whenever the Plaintiff asked about the abused budget. That was the basis the HOA estimated how much the owners need to pay every year, definitely not based upon APATB IV real actual expenses.

Allegation #14: THE HOA ARE TAKING ADVANTAGES
FROM THE INFLATION BY KEEP INCREASING THE
MONTHLY FEE EVERY YEAR WITH OVER CHARGES
UNREALISTIC BUDGET THAT THE MONTHLY FEE
BECOMES: "LIFE TIME MORTGAGE" WILL NEVER END.

-Even the budget is expected to increase continuously due to the current inflation, but unfortunately, the HOA is taking advantages from the inflation, the monthly fee \$1,089 per month, \$13,068 per year per each unit, that become "**LIFE TIME MORTGAGE , NONSTOP WILL NEVER END**", without giving the owners enough documents to explain the increase in the monthly fee.

-That will be unaffordable for many owners, especially the retired and middle class owners, to pay over > \$1,000 monthly fee payment permanently nonstop "LIFE TIME MORTGAGE", besides paying their original condo mortgages, yearly condo taxes, electricity, maintenances, etc. etc.

The current TOTAL Fee= **\$13,068** HOA fee per year for each condo in 2024:

- 1. EXTRA INCREASE \$6,276 per year** for the building insurance,
- 2. Plus, the original insurance payment \$197,539.96 in 2022-2023,**
haven't been deducted from the total insurance payment in 2023-2024?
- 3. PLUS, increase in the monthly fee from \$420 to \$566?**

4. Plus, extra increase in other items in the monthly fee?

5. Plus, the other over estimated building expenses?

**UNFORTUNATE THAT IS THE LEVEL OF THE HOA IN THE OCEAN
FRONT IN MYRTLE BEACH.**

PART II

NOTE: From Allegation #15 to Allegation #21: Referred to the Board Members: Mrs. Barringer, Mr. Hollendonner, & Mr. Knaus, White Reality and Atalaya Reality.

Allegation #15: HOA NEVER WAS ABLE TO ANSWER THE CORRUPTED BUDGET QUESTIONS?

In 2010, while J.W. Property Reality was on the HOA Board, the Plaintiff had discovered unacceptable, unrealistic numbers in the annual owners' budget, but the Plaintiff hardly was able to get any reasonable answered to the abusive budget questions I have till present 2024.

The HOA responses were mainly:

A. Started with: "Intimidating the Plaintiff":

E.g. how dare you to ask? Are you questions me? Etc.

- **Email in October 23rd, 2023, from the Plaintiff.**

B. Then the HOA were "totally silent" ignoring the Plaintiff's questions.

The HOA never answered my questions for the corrupted budget?

C. Tried to be "friendly" with the Plaintiff, i.e. to put me under their wings,

thought the Plaintiff would stop asking about the abusive budget!

11. When the Board found that the Plaintiff, also started to ask about the corrupted budget questions during the Annual Board meeting, where the Board would not be able to answer the Plaintiff corrupted budget questions in front of the owners, even the main goal of the annual Board meetings with the owners was to discuss the annual budget and be approved by the owners!

-Unfortunately; APATB IV HOA considered the owners' budget questions during the annual Board meeting were violations, extremely restricted, crossing the RED LINE, especially from Foreign Born American Owner like the Plaintiff.

-In September 23rd, 2017; After the HOA found that the Plaintiff continuously insisting to get answered to the abused budget questions, for 7 continuous non-stop years since 2010, the Board sent a letter to the owners: **FIRST**: "Every owner has ONLY 5 minutes to ask a question during the Board meeting". [Of course the HOA knew very well it was impossible to discuss the corrupted budget within 5 minutes in one question]. If the owner did not comply, he or she may be asked to leave the meeting, **or if required, security will be convened to remove the Owner in contempt of the Floor Participation Rules**"

- In the annual Board teleconference meeting in 2020 with Atalaya Reality, the Board cut the 5 minutes to ONLY 3 minutes per owner to ask question, or they would cut the owner out.

E.g. Email in September 26th, 2020, by the Board.

***VIOLATING SC Horizontal Property Act, 1967.**

- The Board wanted to be sure there would not be any chances to discuss any corrupted budget questions, the Board would not be able to answer in front of the owners.
- Of course these RULEs were established and applied only toward the Plaintiff, if the Plaintiff dared to ask any corrupted budget questions during the Annual Board meeting, but this RULE was NEVER applied towards any other owners, or even if the Plaintiff had asked any other question away from the corrupted budget. The owners could extend their questions and discussions for much more than 5 minutes, even over half an hour and more, without any interruption from the Board, **ONLY** if it did not include budget questions. BUT if the Plaintiff started to ask budget questions, the Board started to count the seconds and the minutes to stop the Plaintiff from asking; that happened many...many... many times during the annual Board meetings. Of course, The Plaintiff wasn't able to get any answers to my abused budget questions during the annual Board meeting at all the years the Plaintiff have attended the annual Board meeting life, from 2010 to 2021.

E. Also, during the Annual Board Meetings, I found specific group of owners sitting together, preplanned to disturb and interrupt the Plaintiff questions in a "GANG LANGUAGES", especially if the questions were about the corrupted budget so the Board would not answer?

F. In 2018 and 2019; The Defendant, HOA with White Reality, removed the Plaintiff's telephone number from the owners' list without the Plaintiff's permission, so no owner would be able to communicate with the Plaintiff.

- Email in September 28th, 2019, by the Plaintiff,

G. The Defendant, HOA with White Reality, deliberately miss spelled any new owner's emails, so the Plaintiff would not be able to communicate or discuss the abused budget with the new owners by emails.

H. After the HOA exhausted all their ways from stopping the Plaintiff from asking about the corrupted budget, the HOA decided the ONLY FINAL answered regarding the abusive budget questions was:

"WE HAD ALREADY ANSWERED"

As for examples but NOT limited:

- **(I) July 27th, 2018:** Board of Director meeting, *"Another item the Board wishes to touch on that has been quite a concern and quite time consuming for: Your Volunteer Board" and White Reality-Information Request.*

As many of you know we have been "bombarded by a certain individual" via social media and in person in regards to questions which we have answered numerous times, based on facts"

- **(2) September 26th, 2020**: Annual Board Meeting: *“Ms. Yvette Iskander questioned the amount of funds in reserve and the amounts of money spent over the years. After reaching her allowed time by the meeting procedure of the Association, Mr. Hollendonner stated that the Board and White Reality have listened to the same questions for several years and done their best to answer them. He stated that it did not help as the answers were not what Ms. Iskander wanted to hear so she just kept asking the same questions. Mr. Hollendonner stated that the members of the Board and White Reality would waste no more time trying to answer the same questions from years and years ago. He asked Ms. Iskander to not call Hope or Wayne to waste any more time in asking the same questions. Mr. Hollendonner closed by stating that he hoped that she would understand and move forward and be part of the APATB IV family atmosphere and know that there is no one stealing or hiding any money”*

- But the Plaintiff responded in email: In **August, 16th, 2018, PART III**.

- I. The HOA started to convince the owners that they have already answered the Plaintiff with the abused budget questions, in the owners portal:

- **FIRST**: In **September, 29th, 2018**: The HOA posted in the owners' portal **“FAKE LETTER TO ALL THE OWNERS”** Proclaiming the HOA have already answered all the Plaintiff corrupted budget questions, **without providing the Plaintiff with any answer at all!**

- In November, 6th, 2018: The Plaintiff responded to the HOA Fake letter.
 - SECOND: In June 7th, 2019: Another letter from the HOA, with incomplete inaccurate budget information.
 - In August 16th, 2019: email by the Plaintiff answered to the inaccurate incomplete HOA budget information in June 7th, 2019.
- .J. At last in 2020, both White Reality and 3 Board Members, including Mr. Carol Hollendonner the Board President had "RESIGNED" after the Plaintiff have hired private paid lawyer, so they would not go to the Court to answered to the corrupted budget questions, in front of a Judge "UNDER OATH".

Allegation #16: In 2018: Denied the Plaintiff suggestion to have Financial Committee with a lawyer. HOA with White Reality.

1. In August, 16th, 2018, PART III, by the Plaintiff &
2. In September 3rd, 2018: by the Plaintiff, email to White Reality, before the annual Board meeting.
3. Again in September 10th, 2019: by the Plaintiff, before the annual Board meeting.

The Plaintiff suggested having financial Committee **with a lawyer**, and rotated different Board Members in the Financial Board Position, instead of fixing the financial position for one single person who planned to stay forever, to avoid abusing the budget:

- A. The HOA refused even to discuss the Plaintiff suggestion in the Annual Board Meeting with the owners.
- B. **SURPRISINGLY**, the President of the Board of Director, Mr. James Knause:
 - **RESIGNED** within few days after the Plaintiff was suggesting having a **“LAWYER”** and established Financial Committee in 2018.
 - Also, Mr. Knaus, the ex-president, sold his condo in just few months later in the same year 2018.
 - **BUT** Mr. Knause had stayed active in the Board for 2 more years till the year 2020 till Atalaya came on Board:
 - 1. **In 2019 Annual Board Meeting:** Both Mrs. and Mr. Knause have attended the annual Board meeting in 2018, & 2019, and were giving instructions to the owners, as if they were still active Board Members.
 - 2. **In 2020, The Plaintiff had received a “HOSTILE LETTER” signed by the Members of the Board of Directors, including the ex-president Mr. Knause, after 2 years from his resignation and selling his condo, supporting White Reality!**

-Even though Mr. Knause had already resigned in 2018 from the Board Members, and sold his condo in the same year 2018, while the HOA were still collecting assessments for the buildings instructions for 2 more years, so Mr. Knause stayed active in the Board after he resigned till the owners had paid all the assessments before Mr. Knause left the Board!

- Email in October 23rd, 2020, from the Plaintiff.

Allegation #17: The HOA was fighting and opposing the Plaintiff against applying for the Opening Financial Board Position.

VIOLATION "DISCRIMINATION FOR RACISM"

The Plaintiff has tried to apply for the Financial Opening Position in the Board twice.

- Email In August, 22nd, 2016; by the Plaintiff.

NOTE: Email in August, 22nd, 2016, by the Plaintiff: was the first time the Plaintiff applied for the Financial opening Board Position;

-As soon as the Plaintiff has sent my email to the HOA, applying for the Financial position; "Within just few minutes, i.e. less than an hour", the Plaintiff started to

receive **"SONAMY" of HOSTILE EMAILS GIL AFTER MIDNIGHT IN THE**
SAME DAY: "HOW DARE YOU TO APPLY ESPECIFICALLY FOR THE
FINANCIAL POSTION"

The hostile emails the Plaintiff received were from:

1. Email from Mr. Wayne White, White Reality Manager, in less than one hour from sending my application by email for the opening financial position;

"So, you are not specifically running for the "financial" position on the Board but just to be a member of the Board"

2. Some owners I hardly knew them!

3. **Even hostile email from one of the Board Members' "friend" who did not own a condo in APATB IV, and should not have the owners' emails!**

Q. 1. VIOLATION: Who gave the Board Members' "friend" the owners' emails list if he wasn't an owner?

Q. 2. VIOLATION: I wondered: How the owners knew very quickly, in just few minutes and hours within the same day the Plaintiff has applied to the empty Financial Opening Position in the Board? Wasn't that considered violation?

- **The HOA wanted to be sure that the opening financial position would NOT be for a Foreign Born American like the Plaintiff, regardless of the background qualifications and experiences.**

- That was why Mrs. Kathy Barringer was the nominee for the financial position in 2016 not the Foreign Born American Plaintiff?

Allegation #18: February, 2020; The Plaintiff filed a case in the **Better Business Bureau**, BBB Complaint ID # 15059741.

APATB IV response: **"WE HAD ALREADY ANSWERED"**

Without providing the Plaintiff with the answers to the corrupted budget questions in the appeals.

-The **Better Business Bureau** is Voluntary Mediator, has No Jurisdiction on the HOA!

Allegation #19: February 2020, The Plaintiff filed a complaint in the **Consumer Affairs**, Complaint Number: C20-00432.,

APATB IV response: **"WE HAD ALREADY ANSWERED"**

Without providing the Plaintiff with the answers to the corrupted budget questions in the appeals.

The **Consumer Affairs** is Voluntary Mediator, has No Jurisdiction to the HOA!

Note: Both BBB and Consumer Affairs advised the Plaintiff to file my case against the HOA in the Court, since they both were Voluntary Mediators, did not have Jurisdictions on the HOA!

Allegation #20: The Plaintiff Hired a Private Paid Lawyer.

In 2020, The Plaintiff hired a private paid lawyer; Mr. James F. Lyon V.

Unfortunately: The ONLY respond APATB IV HOA by the Board President: Mr.

Carol Hollendonner, to my lawyer complaints was as expected:

1. "WE HAVE ALREADY ANSWERED" without providing the lawyer or the Plaintiff with the answers to the corrupted budget questions in the appeals.

2. PLUS, showers of **CHARACTER ATTACKS** and **PURE HOSTILITIES** towards the Plaintiff's Personality, deviated the case from abusing the Budget to personal character attaches, without any prove or evidences.

Allegation #21: White Reality closed their Business after 56 years in Real Estate Businesses.

In June 14th, 2020; White Reality closed their business, after 56 years in the Real Estate business after the Plaintiff:

- 1.** Hired a private paid lawyer,
- 2.** Filed a complaint to BBB,

3. Filed a Complaint to the Consumer Affairs,

4. Besides contacting and "sending emails" to:

- The HOA, both White Reality and the Board Members, complaining about the abused budget.
- Emails to White Reality Tax Accounting office, where the Plaintiff has discovered unlimited abusive and discrepancies in the owners' accounting budget.
- Emails to The HOA Insurance Company, where the Plaintiff has discovered over charged in the owners' budget within few years in the building insurance, from 2015 to 2019.

- **NOTE:** All these information have been documented in emails to the HOA; both to White Reality and the Board of Directors.

A. In 6/14/2020: email from White Reality Property Management: Mr.

Wayne White informing the owners: White Reality closed their businesses after 56 years in Real Estate businesses., but NEVER was able to answer the Plaintiff of the abused budget questions till they left, neither the Board of Directors till present 2024!

B. Also in 2020: Three Board Members were resigned:

The Board President, Mr. Carol Hollendonner, with another two Board Members were resigned from the Board, putting Mrs. Kathy Barringer to be the Board President, without the owners' nominations, approvals, or permissions. **VIOLATION**

C. Even though, Mr. Hollendonner had resigned from the Board Presidency in 2020, Mr. Hollendonner stayed active in full control of the annual Board meeting in September 25th, 2020 with IRON VEST after he already had resigned from the Board, with the full cooperation and support of Atalaya's employees, specifically to prevent the Plaintiff from asking budget questions during the Annual Board meeting, because the Board would not be able to answer the Plaintiff abused budget questions in front of the owners!

D. The new Atalaya employee, Mrs. Tracy Blackwood, had warned the Plaintiff before the Annual Board Meeting in 2020: if the Plaintiff DARED to ask budget questions during the annual meeting, they would cut the Plaintiff's line from the teleconference meeting. The Annual Board Meeting was a teleconference meeting NOT live because of Corona?

NOTE: Exactly, the same story happened before with the previous resigned Board President: Mr. James Knaus, who sold his condo in 2018 when the Plaintiff requested to hire a "LAWYER" and have Financial Committee. Mr. Knaus stayed active for 2 more years till year 2020, attending the annual Board meeting in 2018, & 2019, and signing a hostile Board letter against the Plaintiff in 2020, till the owners paid all the assessments for the buildings repairs.

Allegation #22: The New Atalaya Reality, With "The Hostile Closed Door Hostile Policy" Toward the Owners, did not Provide the Owners with Information the Owners Used to have from the Previous Realtors, and Never answered the Plaintiff abused budget questions.

-Atalaya Reality came in July 2020 till present 2024; with their "**CLOSED DOOR HOSTILE POLICIES AGAINST THE OWNERS**"; treated owners, especially with Foreign Born American Origin, who dared to ask questions about the abusive budget like the Plaintiff, with absolute hostility as an unwelcome guest, as if the Plaintiff was an inmate in Alcatraz without any respect, not in civilized respectable manners! But the Plaintiff never stopped from asking questions about the abusive budget that NEVER been answered since 2010 till present time in 2024.

- **Atalaya Reality** in 2020, with the FULL cooperation and support of APATB IV Board Members; the HOA deliberately did not provide the owners with any information related to the abusive budget, that the owners used to receive every year without the owners' requests from the previous two Real Estate's; J.W. Property and White Reality, since the Plaintiff bought the condo in 2006 till 2020. For example:

1. **The yearly accounting AUDIT or Compilation reports,**
2. **The yearly insurance building reports,**

3. The owners information including but not limited: the owners telephone numbers, emails, addresses, condo's status rented or not, and the rental companies, etc.

FIRST: The HOA NEVER answered the Plaintiff Budget questions:

- Even Atalaya tried to show FAKE Cooperation with the owners, by sending emails asking the owners to submit questions and/or comments to Atalaya Management, but they never answered the Plaintiff abused budget questions.

Violating: Section 33-31-1601 & Section 33-31-1602, etc.

1. Email in August 31st, 2020; by the Plaintiff to Linca Krob shutting the phone in the Plaintiff's face.
2. Emails in September 1st, 2020; by the Plaintiff & Mrs. Lisa Watts
3. Email in September 2nd, 2020; The Plaintiff responds to Mrs. Watts.
4. Email in September 9th, 2022; by Atalaya employee.
5. Email in February 21st, 2022, by the Plaintiff.
6. Email(S) in August 5th, 2022, by the Plaintiff, more than one email.
7. Email in September 10th, 2022, by the Plaintiff.
8. Email in September 10th, 2022, by the Plaintiff, MR. Benjamin yell and shut the phone in the Plaintiff's face, more than once.

Allegation #23: SECOND: The HOA refused not provide the

Owners with the OWNERS' INFORMATION:

The Reasons: The HOA, both Atalaya Reality and the Board Members, have tried to isolate any owner's complained from being heard, or to avoid and prevent any owners communications with each other against the HOA, so the HOA would not open the eyes of the rest of the owners for the HOA abusive and corruptions, as it happened with White Reality who closed their business after 56 years in Real Estate businesses.

- **In January 15th, 2021**, email with the owners' information by Mr. Harley Merrill, Atalaya Administrative Assistant; the only owners' information Atalaya provided to the Plaintiff were:
 1. Only 4 owners with full information out of total 132 owners, proclaiming:
"A few homeowners have opted in to sharing their contact information".
 2. **The rest of the 128 units: "ONLY** the owner's names and their unit numbers including the Plaintiff", even the Plaintiff have NEVER complained or requested to remove my information from the owners' information list.
 3. **CONTRARY:** the HOA was providing the owners' information to several "REAL ESTATES", and other outside "CONSTRUCTION COMPANIES",

to contact the owners for their businesses, but not to the owners even when the owners requested.

4. Email in December 24th, 2021, by the Plaintiff.

Allegation #24: Violations in the Application for the Opening Board Member Position, to be Sure ONLY the Board Chosen Owners would be elected.

Every times the Plaintiff have tried to apply for the Board Financial Opening Position, the Board Members with the full cooperation of the Reality; either White Reality in 2016 or Atalaya Reality in 2020, tried to put problems, and make it difficult to forbid the Plaintiff from being nominated ; e.g. in 2020, after Atalaya came on Board: the Plaintiff had applied "AGAIN" to the Opening Financial Board Position. The Board preplanned to be sure that ONLY and ONLY their chosen owners nominees would be the only ones who would be nominated, especially for the Financial position, and prevent any unwelcome owner the Board disagree, like the Plaintiff: Foreign Born American Owner.

FIRST: The Board designed a special form for the owner application nominees, without the owners' permission or approval, Violation, with very limited few lines under each topic, especially for the part "Why you want to be a Board

Member” so that the owner nominee could hardly write his name and no more than one or two sentences, which NEVER happened before till the Plaintiff started to apply for the opening financial Board position first in 2016. **Restricting the Plaintiff from writing why I wanted to be nominated for the financial opening Board position, and what was my future plan for the position.**

- **NOTE:** Since the Plaintiff bought my condo in 2006, usually each owner nominee could write whatever he/she wanted in more than one paragraphs, and sometimes in more than one page in his application without any restriction.
- **Email in September 2nd, 2020** by the Plaintiff, e.g. example of the previous President Board of Director Nominee application, Mr. James Knaus, and other Board nominees' applications.
- *****Email in October 5th, 2020, Part I, II,** by the Plaintiff.
- *****Email in October 23rd, 2020, Part III,** by the Plaintiff.

That is mean the Board Members established their own Rules and Regulations depends upon their own personal needs not for the benefit of the owners or the qualifications of the applicant nominees.

SECOND: NOT ONLY restricting the Plaintiff information, **BUT ALSO,**
THE BOARD “ERASED ALL WHAT THE PLAINTIFF WROTE, WITH
BLACK INK ON THE PLAINTIFF APPLICATION, BEFORE THEY

GAVE IT TO THE OWNERS”, THAT WAS ILLEGAL. So no owners would know why the Plaintiff wanted the position, and the plan the Plaintiff have for the financial position!

DISCRIMINATION FOR RACISM: Example: in the Annual Board nomination of 2021: Mr. Moe Beane, Unit 205, one of the Board candidates, submitted his regular application without using the new restricted lines application, without any complaints from the Board Members? **CONTRARY TO WHAT THE BOARD HAD DONE WITH THE FOREIGN AMERICAN BORN PLAINTIFF?**

Q. Were the hostile Board actions against the Plaintiff, ONLY based upon HOA wanted to be in FULL control of the budget, OR, but also “**DISCRIMINATION FOR RASCISM**” to keep the financial position only for American Born American Origin?

- Violating all kind of RULES and Regulations of the SCREC and Federal Laws for discriminations to any Board Members nominations in any HOA in the U.S.

Allegation #25: What Exactly the Real Board Members’ Degrees.

Both the Board Candidates, previously approved by the Boards for the Board President: Mrs. Kathy Barringer, and for the Financial position: Mrs. Kathy Gajda, were proclaiming different degrees each time they were representing themselves to

the owners for the Opening Board Positions to be qualified and nominated by the owners for their Board positions. As for example:

A. Mrs. Kathy Barringer, the previous Financial Board, and currently the

Board President, have presented herself to the owners each time with different degrees to be nominated for the opening Board Position,

1. In 2014, Mrs. Barringer when she first came on Board, represent herself as retired secretary with just high school Diploma.

2. Also in 2014, the Board represented Mrs. Barringer as

"INCUMBENT" i.e. "RENEWAL" not for the FIRST TIME, as most of the preapproved first time nominated preapproved already by the Board.

Also, the Board proclaimed that "Mrs. Barringer term is expiring"; even it was her first time to be nominated in the Board.

3. In 2018, Mrs. Barringer represent herself have two years Degree in Computer Science?

4. In 2022, when Mrs. Kathy Barringer became the Board President, she proclaimed she had a Degree in Business?

B. Mrs. Kathy Gajda, the previous financial Board member,

She bought her condo in 2018.

1. In November, 6th, 2018; in the same year Mrs. Gajda bought her condo, the Board had Mrs. Gajda sent email to all the owners to support the

HOA's budget to counteract the Plaintiff's complaints against the HOA's budget? Mrs. Gajda represents herself in the email to all the owners "With Background in Accounting", and never mentioned that she has a real estate license"

2. In September 28th, 2022: The Plaintiff had discovered Mrs. Kathy Gajda has no accounting degree at all, when the Plaintiff had faced Mrs. Gajda in her email to the owners in November 6th, 2018, with her "MISTAKES" in the accounting information"

3. Then later, Mrs. Gajda represents herself as retired Real Estate, when she applied to the Financial Board position.

Q. Did Mrs. Gajda really have a Real Estate license as she proclaimed, or with just High Degree Diploma like Mrs. Kathy Barringer?

That considered dishonest misinformation and deceiving the owners for the Board nominees to proclaim they have a specific degrees and experiences for the Financial and President Board positions to get the owners' approvals, were in fact they did not have these degrees neither the experiences.

VIOLATION: Deliberately representing false information to the owners to get their approval in the Board decisions, considered "FAUD" and "ILLEGAL"?

4. Email in September 10th, 2022, by the Plaintiff.

**Allegation #26: FAKE ANNUAL BOARD MEETING WITH
THE OWNERS**

The main goals of the APATB IV HOA during the annual Board meeting with the owners were:

- 1.** For the APATB IV HOA to control, especially the opening financial position, to be only preapproved and chosen by the HOA.
- 2.** Also, the Board represented the preapproved chosen "**NEW**" members by the Board as "**INCUMBENT**" to the owners.
- 3.** The Board always very careful, not to allow especially the Foreign Born American Plaintiff, to DARE to cross the red line, and discussed the budget during the meeting, because **the Board would not have satisfied answers for the Plaintiff questions in the corrupted budget in front of the owners.**
- 4.** The only goal of the annual Board meetings was just to inform the owners with the monthly raise, and/or the new assessment they need the owners to pay for the next year. Some years, the Board did not mention why they were requesting for the special assessment, unless the Plaintiff asked.

For Example: "**BEFORE**" the first Annual Board in 2020 when Atalaya came on Board, Mrs. Tracy Blackwood, Atalaya employee, had warned the Plaintiff not to discuss the budget during the annual Board meeting otherwise Mrs. Tracy Blackwood would muted the Plaintiff's line during the teleconference meeting.

Which already happened: the Plaintiff wasn't able to finish asking the first question regarding the corrupted budget, allowed ONLY in 3 minutes instead of 5 minutes! Atalaya employee proclaiming "THAT IS THE ANSWER", and muted the Plaintiff's line, before the Plaintiff had finished asking the first question! The Board NEVER answered the budget question, and the annual Board meeting finished in **ONLY ~45 minutes**.

- **In September 26th, 2020**, Notes by the HOA for the Annual Board meeting in 2020.
- Email in **December 24th, 2021**, by the Plaintiff.

Q. according to the Rules and Regulations of SCREC; the duties of Atalaya Reality, and their Real Estate Licensees employees; NOT to follows or allows any violation from the client, i.e. AP/ATB IV Board of Directors, towards the owners as it happened with the AP/ATB IV Board of Directors in the financial opening position, abusive budget, discrimination, and many...many others violations?

"CONTRARY" and INSTEAD; Atalaya Reality was fully incorporated and supporting the Board of Directors in all their violations against the owners, from the first day Atalaya Reality came on Board in 2020.

- Email in **September 28th, 2019**, Plaintiff Fake Board Meeting.

- Email in September 26th, 2020, by the Board***
- Email in October 5th, 2020, by the Plaintiff.
- September 25th, 2021,
- December 24th, 2021: by the Plaintiff; the annual Board meeting in September 2021, took ~45 minutes, started at 10:34 A.M. till 11:18 A.M., without giving the Plaintiff a chance to ask her question about the corrupted budget.
- Email in September 10th, 2022, by the Plaintiff, Mr. Hollendonner finished the meeting in 45 minutes.

Allegation #27: HOA Both:

A. The Board Members & B. Atalaya Reality

Became the "UNTOUTCHABLE":

A. The Board Members: Email in October 9th, 2021; From Atalay Reality to the homeowners:

"If you have any problems, complaints, or questions, please contact Jimmy or Sarah (=Atalaya's employees). Please do not contact board members"

So the Board Members become **"The UNTOUTCHABLE"**

B. Meanwhile, Atalaya Reality, with the close door policy against the owners, especially with the Plaintiff; Foreign Born American.

DISCRIMINATION FOR RASCIM Violating the Federal Law.

1. Hardly answered the Plaintiff's telephone calls.

2. If the Plaintiff left a voice messages Atalaya employees did not reply?

3. If Atalaya's employee answered the phone, most of the time they hang the phone in the Plaintiff's face, that happened in the first time the Plaintiff talked to Atalaya's employee, and happened several times after:

- Email in September 1st, 2020, by the Plaintiff to Mrs. Linea Krob; Atalaya employee. **"Before I (Plaintiff) said "Good morning"**

- Email in September 1st, 2020, by Mrs. Lisa WATTS, Atalaya's owner;

"Mrs. Linea quit today following your call"

- Email in September 2nd, 2020, by the Plaintiff, responding to the TOTAL FALSE accusation and information Mrs. Watts have in her email in September 1st, 2020.

- Email in June 17th, 2020, by the Plaintiff to the Board President; positive reference to Mrs. Hope, White Reality employee.

- Email in April 7th, 2022: By Atalaya: Rules and Regulations for Renters; Referring to rental question about the swimming pool schedule?

4. In September 26th, 2020: from the Note of the Annual Meeting by the Board: the Board, muted the line for the Plaintiff, in a teleconference Annual Board meeting after 3 minutes talking, because the Plaintiff "CROSS THE RED LINE AND DARED TO ASK" about the abused budget that NEVER BEEN ANSWERED TILL PRESENT, because the HOA proclaimed: "WE HAVE ALREADY ANSWERED"

- Email in December 24th, 2021, by the Plaintiff, hostile Annual Board meeting.

5. OR, if Atalaya's employee answered the phone, would be with the ultimate level of rudeness, uncivilized languages, as if they were dealing with unwelcome guest or inmate NOT dealing with civilized respectable owners.

-E.g. first time the Plaintiff talked to Mr. Kendell Benjamin, Atalaya Property Management, after shouting and yelling in the phone to the Plaintiff, Mr. Benjamin hanged the phone in the Plaintiff's face which happened several times, and that was the common attitude of Atalaya's employees.

6. In January 23rd, 2024, the Plaintiff went to Atalaya's office, which was extremely rare, no more than once a year to get the parking paths or to pay the insurance assessment. In the last visit, Mrs. Tracy Blackwood, Atalaya employee, had asked the Plaintiff to leave the office or Mrs. Blackwood would call the police to evict the Plaintiff by force out from the office.

7. Recently, the HOA hired a lawyer, who sent the Plaintiff a letter FULL with false accusations, NEVER HAPPENED and could not be proven, requesting the Plaintiff not to communicate or go to Atalaya's office. The lawyer wanted to restrict the communication between the Plaintiff and the HOA, to be only through their lawyer.

8. Both Atalaya Reality and their lawyer have violated the lawyer's request in his hostile letter toward the Plaintiff Owner Yvette.

- HOA lawyer NEVER responded to the Plaintiff by email or to the Plaintiff voice message, etc.

Q. Exactly how the homeowners, especially the Plaintiff, Foreign Born American, can communicate with the HOA when the Plaintiff have a question or request?

"THE HOA BECOME THE UNTOUCHABLE"

NOTES: I found most of the Rules and Regulations the HOA established, based

Mainly on:

1. Avoid as much as they can any interaction with the owners by their closed door policies, so they can do whatever they wanted without any restrictions, interferences, or questions from the owners.
2. Avoid taking any responsibilities for the owners buildings, and their condos:
 - E.g. the Air Condition sleeves, winterizing the condos, etc.

Email in December 24th, 2021, by the Plaintiff.

Allegation # 28: Lack of Fiduciary Duties and Standards of Care.

-In February 8th, 2024: Atalaya Reality has hired a lawyer: Mr. McCutchen, Myrtle Beach Office: 4610 Oleander Drive, Suite 203, Myrtle Beach, SC, 29577, Tel # 843-449-3411, after the HOA had realized that the Plaintiff was going to use the emails the Plaintiff had sent it to the HOA in my case against the HOA.

-In February 8th, 2024, the HOA lawyer has sent the Plaintiff a **hostile letter with total FALSE ACCUSATIONS:** Proclaiming the Plaintiff had attached and harassed both the Board Members and Atalaya Reality employees, **“that NEVER happened, and could not be proved”**, requesting the Plaintiff to restrict the Plaintiff communications with the HOA only through their lawyer.

Mr. McCutchen: **Q.** did not specify exactly what kinds of attaches and harassments the Plaintiff have done?

Q. To whom, when, and what dates specifically the Plaintiff attached and harassed both the Board Members and Atalaya's employees, according to the lawyer's letter, because it never happened and the HOA had no prove?

-The lawyer was paid from the APATB IV owners' budget, to defend the HOA violations they have done against the Rules and Regulations of SCREC, Federal Laws, and against the Plaintiff.

A. The only reason the HOA hired a lawyer was to: "**INTIMIDATE** the Plaintiff", and protecting themselves by using the lawyer as a "**SHEILD**" from the Plaintiff, Yvette, who insisted to investigates the abused budget without any response back from the HOA.

B. Also, the HOA have NO intentioned to respect their own lawyer's letter in February 8th, 2024, by VIOLATING the lawyer's request: "to restrict all the communications ONLY through their lawyer".

-CONTRARY, Atalaya Reality kept sending the Plaintiff FRAUD BILLS with \$5,126, \$3,700 and others after the lawyer had sent his letter to the Plaintiff, which the Plaintiff has ALREADY DISPUTED these bills in details in previous several emails.

C. **NEITHER** the HOA lawyer, Mr. McCutchen, has ANY INTENTIONED to communicate with the Plaintiff, or respond to the "**PRELIMINARY**

DISCOVERY” the Plaintiff requested from the lawyer in **May 13th, 2024**, for the abused budget that the HOA had refused to provide the Plaintiff, which will be important documents in the Plaintiff next step of my case against the HOA, **NOR** the lawyer was answering the Plaintiff email or phone voice message in **August 6th, 2024**.

- Email in **May 13th, 2024**, by the Plaintiff; preliminary discovery.
- Email in **August 6th, 2024**, by the Plaintiff, left a voice message.

D. Therefore, HOA lawyer was for one side only, unfairly against the Plaintiff not two sided, because both the lawyer and Atalaya Reality did not respect the rules of the lawyer’s letter.

E. Both the HOA and their lawyer, Mr. McCutchen, knew very well that the information the Plaintiff requested in the preliminary discovery referring the abused owners’ budget will prove and clear the abusive budget the HOA had done all the previous years, and the HOA still planning to continue abusing the budget till present.

F. The HOA, both Atalaya Reality and the Board Members became the **“UNTOUTCHABLES”**, with the closed door policy as they always have.

Allegation # 29: Discrepancies between the stories of:

The Plaintiff Complaint against Atalaya Hostility.

V.S.

HOA; Atalaya Reality employees' HOSTILITY Against the Plaintiff.

The Plaintiff has requested from the HOA lawyer in the preliminary discovery, to provide me with the video camera in Atalaya's office front door, for the day of January 23rd, 2024, the day the Plaintiff has visited Atalaya's office between 11:30 AM to 12:00 Noon, to show the true story of exactly what happened between the Plaintiff and Atalaya hostile employees.

The stories based upon:

I. Plaintiff's email to the HOA in January 29th, 2024, where Atalaya employee, Mrs. Tracy Blackwood, office management, [in the presence of Mrs. Gina Pellicciol], was pointing her figure toward Atalaya's office door, keep asking the Plaintiff, Foreign Born American, to get out from Atalaya's office, OR Mrs. Tracy Blackwood would call the police to evict the Plaintiff out from the office by force several times, only and only because the Plaintiff have crossed the RED LINE, and DARED to ask about the budget, without raised my voice or any hostile attitude or words toward Mrs. Blackwood?

V.S.

2. Atalaya Reality Stories to their Lawyer McCutchen's email in February 8th, 2024, stated that:

"I (Plaintiff) have verbally attacked and harassed certain members of the Board of Directors for the Association along with the property management company to such a degree that you (Plaintiff) are hereby demanded to cease any and all communications with any Board members, the auditor and the property management company at this time"

Since Picture worth a thousand words; The Plaintiff requesting Atalaya to provide the Plaintiff with the office Video camera at the front door in January 23rd, 2024, between 11:30 and 12 Noon. **Camera will NOT lie!**

- **The Plaintiff NEVER received any respond from Neither the HOA lawyer NOR the HOA till present?**

Allegation 30; HOA Refused to Fix the Plaintiff Broken Screen Door from the Hurricane.

- The HOA refused to replace the Plaintiff **outside screen condo door as a result of another hurricane in 2020.**

- In 2016, Hurricane Mathew caused damages to many condo balconies and windows, where the HOA FIRST refused to fix the owners condo damages that were resulted from the Hurricane.
- Then the HOA decided to have building assessments to fix the building damages from Hurricane Mathew, ignoring the \$50/month/each unit since 2010, to fix the building damages in case of crisis, PLUS the \$198K insurance assessment].
- When later the HOA decided to fix the Hurricane Mathew damages, the HOA requested from the owners who had fixed their condo damages from the Hurricane, the HOA would reimburse the owners.

The NOTE was available in the HOA letter to the owners.

- The HOA decided the owners were responsible for fixing the damages "INSIDE" their condos, while the HOA would fix the Hurricane damages happened "OUTSIDE" the condos; e.g. Balconies and windows, exactly like the Plaintiff "OUTSIDE" screen door that was damaged from another Hurricane in 2020.

- The HOA had fixed both building damages "BEFORE" the owners started to pay one cent in the building assessment in each year in 2018 & 2019.

CONCLUSIONS:

- The HOA decided to fix the buildings after Hurricane Mathew, ONLY because the HOA found they could make money from the building assessment.

- Therefore: the HOA decided when to pay or not based only on how much they could get benefit from it, NOT BASED ON ANY LAWS, RULES OR REGULATIONS in the By-Laws?

- Email in August 11th, 2020, by the Plaintiff.
- Email in August 17th, 2020, the HOA refused my request to replace the screen door.
- Email in November 16th, 2021; by the Plaintiff.
- Email in November 18th, 2021, Mr. Jimmy Nevarez, Atalaya employee.
- Email in November 18th, 2021, and November 19th, 2021 by the Plaintiff.
- The HOA was trying to put all the load and responsibilities of the building repairs solely on the owners if possible. E.g. the HOA was trying to let the Plaintiff paid the Plumber's bill for another condo, besides paid the bills for the damage the plumber had done in the Plaintiff's condo.

Q. What are exactly the roles and jobs of the HOAs for the Homeowners in the Ocean front Buildings in Myrtle Beach?

Therefore, the HOA jobs become: "**A LOTARY: EASY money for LASY people**"

Allegation 31: Un-trusted Hostile HOA

In 2016; During White Reality; the HOA started to plant trees in front of the buildings, and besides each balcony sides, that would **block the condos beach views**.

-In **October 1st, 2016**, & in **September, 10th, 2017**; The Plaintiff have sent emails to the HOA, besides talked life directly to the Board President; Mr. Hollendonner, asking them to restrict planting the trees to only behind the buildings, not in front of the buildings, nor besides each balcony that would block the owners balconies beach ocean views which considered the most valuable part in the condos on the beach.

- Mr. Carl Hollendonner, the previous Board President, assuring that the kind of palm trees they were planting in front of the condos balconies did not grows, and would not block my balcony beach view, PROMISED the Plaintiff to trust him!

- **On the other side with HOSTILITY**; Mr. Carol Hollendonner in his annual notes to the owners proclaimed that the Plaintiff Yvette was complaining to Mr. Hollendonner from the City trees that were planted "**OUTSIDE**" the buildings gate, and blocking the Plaintiff condo balcony's beach view? and since the City Palm trees were outside the buildings, consequently Mr. Hollendonner's had no control on the City plants!

Which wasn't the Plaintiff complaint to Mr. Carol Hollendonner at all?

- The Plaintiff was only complaining from the Palm plants the HOA had planted in front of the Plaintiff's balcony?

-Unfortunate, in 2020, contrary to Mr. Hollendooner promised, the palm trees that were planted in front of the Plaintiff's balcony in 2016, started to grow and block the Plaintiff beach balcony view as the Plaintiff expected.

-The Plaintiff have sent an email to the current HOA, requesting them to cut the trees that were going to block my balcony beach view in 2016, but the HOA, including the Boards, declined my request.

Email in December 24th, 2021, by the Plaintiff, last page in the email.

Allegation #32: Atalaya's Respond to the Plaintiff Consumer

Affairs Complaint;

FIRST: Denying any responsibilities for the Corrupted Misconduct Budget:

"WE DON'T APPROVE THE BUDGET THE BOARD DOES"

The Plaintiff Response: Even if the Board approved the Misconduct abused owners' budget, but still:

- I.** Atalaya is spending the owners' budget money and wrote the checks not the Board? If Atalaya found any Conversion, overcharged, or corruption in the

abused owners' budget, Atalaya should report it to the Board, and not approve it.

2. Also, according to South Carolina Real Estate Commission: South Carolina licensees should NOT accept or follow any misconduct or followed any abusive Agent's directions, i.e. the licensees, Atalaya Reality, should NOT accept the Agents Misconduct budget.

3. "UNLESS" Atalaya Reality was "SURE" that there were corruption and abusive in the owners' budget, that was why Atalaya did not defend the abused budget, instead deny any responsibilities of the abused budget to escape from the responsibilities in case of legal investigation, and witnesses "UNDER OATH".

4. When Atalaya started in 2020, the monthly fee was \$290 raise to \$390 per month per each unit for the insurance, that was already overcharged, and the Plaintiff was already complaining about the abused budget, while the HOA (= White Reality and the Board Members) were not able to answer the Plaintiff questions for the abused budget.

- When Atalaya came on Board in 2020, the HOA kept raising the monthly fee to \$420 and keep increasing every year up till the monthly fee become \$566 per month per each unit in 2024, PLUS \$6,275.5 per each unit for the Insurance Assessment total \$13,067 per year per unit, i.e. \$1,089 per month per unit. That is mean, during Atalaya, the abusive budget was

much worse than White Reality, where both Realities and the Board Members were abusing the budget.

SECOND: Instead of answering the abused budget questions in the Plaintiff's appeal, Atalaya deviated to defend themselves by Character attaches against the Plaintiff as usual, i.e. deviating the case from Budget misconduct to personal character attack.

Plaintiff Responses: The Plaintiff have several emails to the HOA; [both Atatalya and the Board], documented with most of the HOA violations; mainly absolute hostility against the Plaintiff with their closed door policy with the owners.

- Most of the Owners' Portal information posted were FAKE, did not have what the Plaintiff was looking for the important essential budget information; i.e.

"ANSWER WITHOUT AN ANSWER"

- Email in December 24th, 2021, by the Plaintiff, Fake Annual Board Meeting under the full control of Atalaya's employees.
- In May 13th, 2024, email by the Plaintiff requesting the HOA lawyer, Mr. McCutchen, to provide the Plaintiff with "Preliminary Discovery" that the Plaintiff have requested several times from the HOA, but the Lawyer NEVER respond till present.

Just For the Record: Here are the HOA common respond to the Plaintiff

Corrupted Abused budget:

A. White Reality: “WE HAVE ALREADY ANSWERED” without answer.

B. Atalaya: “ANSWERE WITHOUT ANANSWER” empty Portal Owners.

Violations: White Reality Misconducts with the Board of Directors:

Other abusive budget misconducts with the previous White Reality and the Board Members; from 2014 to 2020, where White Reality closed their businesses after 56 in Real Estate businesses:

The Plaintiff had already sent appeals against the HOA when White Reality was on Board before; to the Consumer Affair and Better Business Bureau in 2020;

As for examples, but not limited:

I. Over charged the owners with the insurance buildings far over than what the HOA was charging the insurance company. The HOA never was able to respond to the Plaintiff till they closed their businesses in 2020 after 56 years in Real Estate; neither the Board of Directors was able to answer the Plaintiff till present, year 2024.

- Email in December 20th, 2019, by the Plaintiff.

2. The HOA requested 2 assessments for 2 years for the buildings repairs after Hurricane Mathew in 2016, while the HOA kept increasing the owners budget by:

- Adding \$50 per monthly fee per each unit started in 2010 (= \$79,200 per year) till present 2024.
- **Then** add extra \$100 to the monthly fee per each unit.
- **PLUS**, requesting \$158,000 to \$198,000 per year special assessment for the building insurance.
- When Myrtle Beach has Hurricane Mathew, the HOA requested the owners to pay in full for the building repairs, without any help from the insurance Company.
- Even the HOA requested \$198,000K special assessment for building insurance in 2016, while the HOA was paying far less to the Insurance Company every year than what the HOA was charging the owners for the insurance building?

First Assessment = \$2,000 X 132 units = \$264,000 for the first building, &

Second Assessment = \$3,200 X 132 units = \$422,400 for the second building.

Total = **\$686,400** Special Insurance Assessment for Hurricane Mathew.

3. The HOA was already done from each building repairs, before the owners started to pay one cent from the first and second assessments!

Q. From where did the HOA get the money for the repairs: \$264,000 in the first year, 2018, & \$422,400 in the second year 2019?

- If the HOA already have money in Reserve, then:

Q. Why the HOA asked the owners to repay again for the building repairs, and did not use the money in reserve to fix the buildings?

4. Besides, Overestimating Budget projects. Email October 1st, 2016.

5. Absolute failure of several projects, because the HOA choose the cheapest, least material qualities, e.g. \$198,000 assessment for the Carpet Corridors and \$198,000 assessment for the parking lot, that both failure projects need to redo again, just after they had finished the projects.

- Email in 2016 & in September, 10th, 2017.

- Email in October 23rd, 2020, from the Plaintiff.

6. The Money in Reserve was never carried over to the next year, and the HOA never showed what expenses the HOA have spent the money in reserve.

-Email in September 7th, 2017.

7. Overcharging (\$2,635) the annual Board meeting in "Putter's Pub Restaurant", where in reality it cost only \$500, because the restaurant owner was a close friend to the Board Members.

Emails in April, 4th, 2017, September, 5th, 2017, & September 15th, 2017.

8. The financial statement year ended in June 2012 -2011 was missing from APATB IV owners portal web? Even the Plaintiff had requested but the HOA never provided it.

9. Most of the time White Reality's accounting budget report was

"Compilation" **NOT** "Audit", even though the HOA; both White Reality and the Board of Directors, confirmed to the owners about:

"They yearly audited the budget".

- Email in September 11th, 2017: by White Reality: *"I also want to assure you that the Association has an independent accounting perform an "AUDIT EACH YEAR" and that "AUDIT" has shown no discrepancies in the income or of the Association"*

10. In 2017 Annual Board Meeting, The HOA put NEW RULES and restrictions on the owners questions during the meeting, limited to 5 minutes or the owner will asked to leave the meeting or call the security, that ONLY because the HOA found the Plaintiff started to ask questions about the abused budget during the Board meeting, where the Board could not answer in front of the owners.

- Actually, Originally the main reason for the Annual Board meeting with the owners was to discuss the budget and be approved by the owners.

- **CONTRARY**, APATB IV HOA considered it VIOLATION if the owner dared to ask about the budget with the HOA, because the HOA have no answers. The HOA RESPOND was:

"WE HAVE ALREADY ANSWERED"

NOTES:

1. In 2024; The Plaintiff has South Carolina Real Estate License

#139748, to be able to understand the Rules and Regulations of the Real Estate.

2. APATB IV has 3 Real Estates in the HOAs since the Plaintiff bought my condo in 2006, all of them were abusing the owners' budget. No Real Estate was able to answer the Plaintiff abusive budget questions. Consequently, I am not expecting any new Reality will do any better than the 3 Real Estates APATB IV have before, especially in the ocean front buildings.

3. The Plaintiff had documented by emails after each incidence with dates, sent it to both the Real Estates; either the previous White Reality or Atalaya Reality, and the Board Members, but the Plaintiff had never received any realistic responses to the Plaintiff complaints or to the abusive budget questions.

4. Q. Do the Plaintiff have to spend over 15 years, since 2010 till present 2024, asking about abusive budget, without ever getting any realistic answers from; 3 Real Estates, and the Board of Directors?

5. All these harassments and hostile emails from: HOA and some owners the Plaintiff have received since I started to ask about the abused budget questions in 2010 till 2024, mainly because the HOA:

A. Not only the HOA did not want to cooperate with the Plaintiff, instead the HOA wanted to be in full control especially with the budget.

B. But also because the Plaintiff is a Foreign Born American and the HOA wanted to be sure that only American Born Owners would be in the Board NOT foreign Born American?

CONCLUSIONS:

Since Homeowners Associations (HOAs) have steadily become more prevalent in recent years. Many new builders are going to have HOAs, e.g. homes, apartments, and condos, while more complaints from owners have been filed, as for examples but not limited:

I. From the Consumers Affairs Reports:

- Five years Complaints Reports: 1,200 filed complaints.
 - DCA received 517 complaints against HOA complaints during calendar year 2023.
 - 853 from June 2018-December 2021
 - Report for 2024, contains information on 365 complaints filed against 298 HOAs/Management Companies.
 - 46 complaints were excluded did not fulfill the requirements.
- Number of complaints increase 32% over year.

- The complaints raised 742 concerns, with multiple included in a single complaint.
- Horry County is the top 10 HOA Complaints by county; 89 complaints.

II. "Homeowners Association Complaints; 5 year Overview"

"HOAs 2024 Complaint Report"

Carri Grube Lybarker, Esq., Administrator/Consumer Advocate

HOA 5-Year Report: Highlights:

1,182 complaints received (June 2018-December 2023):

- 640 contain HOA.
- 208 HOA with management companies.
- 27 Counties, high top is Horry County = 269 complaints.
- 24.32 % failure to adhere to/enforce covenants & bylaws.

Message from the Victim Plaintiff, owner Yvette, to SCREC, DCA, & BBB:

Q. If SCREC, BBB, & DCA does not have the authorities or the jurisdictions to administer the HOA Acts? Then who will administer the HOA Acts?

- The SCREC, BBB, & DCA, are asking the Victim Owners [Plaintiffs] to go to the Magistrate court, and contact the congressman, but none of the SCREC, BBB, &

DCA wanted to take any responsibilities for the HOA violations, even they are aware of all the complaints the owners have against the HOAs, and reported!

- Therefore the Plaintiff, Yvette' suggestion: to establish a New Board specifically for HOAs, i.e. **"HOA BOARD"**: need to have full jurisdiction on the HOAs, with NEW restricted laws and regulations to control the loose and corrupted situation the HOAs already have, and protects the owners who are currently suffering.

From The Real Estate Licensing & Regulation, (Chapter 22):

POWER & DUTIES: Applied ONLY to individual licensees.

1. States have enacted real estate license laws to ensure a minimal level of competence in real estate professionals.
2. State license laws also **PROTECT THE PUBLIC** by requiring licensees to adhere to **STANDARDS OF ETHICAL CONDUCT** and **PROFESSIONALISM** of licensees.

Authority: A real estate commission's authority is generally:

1. **Regulatory*****; powers enable the agency to pass specific regulations and rules to support the administration of the license law.
2. **Judicial;** powers enable it to conduct hearings and investigations into the activities of licensees and to rule on license suspensions or revocations.

3. Administrative; powers enable it to establish the staff organization, records, and facilities to manage the licensing process and the licensees themselves.

Activities can cause a licensee to lose a license?

- Receiving illegal payment.
- Mismanaging funds.
- Antitrust violations.
- Negligence.
- Exceeding authority.
- Fiduciary breaches.
- Fraud.

If the state licensing authority finds that a consumer's complaint against a licensee is justified, the authority may:

1. **DISCIPLINARY INVESTIGATIONS**; Accordance with Section 40-1-80
2. Administer disciplinary procedures, hearings for violators of SC RE LICENSE LAW (Title 40, Chapter 57 of the SC code of laws).
3. The Commission may also recommend changes to existing license laws and regulations.
4. Recommending changes and promulgating regulations; According to the Merriam-Webster dictionary, the term "PROMULGATE" to put a law into action or force.
5. Suspend or revoke the license, As well as.
6. **Report the case to an appropriate judicial authority.**

GENERAL NOTICES FROM THE PLAINTIFF:

1. The HOA VIOLATING The Federal Anti-Trust Law.

I, Plaintiff, found most of the HOAs, especially for the ocean front complexes, are competing with each other: how much the next door HOA neighbors were charging the owners for the monthly condo fees and the assessments to match it to the same or higher charge fees in the complexes they are managing, i.e. the owners charges not based upon the cost of their own buildings expenses as it supposed to be. Therefore, HOAs are keep raising the monthly fee higher and higher every year to match each other to a level it become a mortgage for life that would never end, not condo fee anymore for the building expenses.

NOTE: Please compare the HOAs monthly fees in another locations away from the ocean front with the same expenses the HOAs in the ocean front are responsible; e.g. The ground or landscape, swimming pool [mostly larger swimming pool than APATB IV], maintenance, telephone, administrations, postage, printing, etc.

- Some of the HOA monthly fee range between \$65 to \$95 till 2023 in the areas away from the Ocean.

2. The overcharges of the monthly condo fee and/or the assessments, plus the current inflation, besides the HOA chose very expensive insurance building, jumped from \$197,539.96 from the old insurance company to \$721,929.60 with the new insurance Company, i.e. over \$500,000 increase in the insurance buildings, without informing the owners that the HOA have

switched to another new insurance Company, much higher premium than the old insurance Company, without any explanation?

- 3.** - Besides the original payment of the insurance premium in the budget, turned the condo fee in the ocean front become "ETERNAL MOTGAGE FOR LIFE", e.g. **Over \$13,068 per each condo per year for APATB IV.**

Unaffordable and difficult for the middle class and retired citizens to keep their ocean front condos. As a result, many ocean front owners started to sell their condos, because of unaffordable condo expenses, due to the HOA abusive of the owners' budget not only because of the inflation.

- 4.** Also, the HOAs knew very well, they will **have full occupancy in the condos without any vacancies**, to pay the HOA the monthly fees and assessments the HOAs expected in all the condos they have. THERE is NO VACANCY, because if the owners were unable to pay the overcharged HOAs expenses would sell their condos, and there would be always full occupancies for all the condos to pay the overcharged HOAs dues.

- 5.** THEREFORE: To own a condo in the ocean front will be only for the highest upper class who can afford the EXTRA over charge of the HOAs fee, because there is NO JURISDICTION what so ever from any administrative Realities Commission at all till present.

6. Absolute Failure in the HOA Justice Systems, because there

are No Jurisdictions what so ever on the HOA; for both the

Reality and the Members of the Board Directors.

IV. INJURIES

With “No Jurisdiction” from South Carolina Real Estate Commission, and ONLY
“Voluntary Mediations” from both Better Business Bureau [BBB] and Consumer
Affairs, End up:

A. The **HOAs** became ABSOLUTE FAILURE System in our society. The HOAs
are abusing hundreds of thousands even over millions of dollars from the
owners’ budget every year, with absolute hostilities toward the owners,
without any control or jurisdiction from outside association at all.

B. The **Owners** become:

1. Unwelcome guest in their own properties, under the mercy of the HOAs, both
personally and financially, since there are NO JURISDICTIONS to back the
Victim owners.

2. The Full power and authorities become ONLY for the benefit of the HOAs
Not for the benefit of the owners and/or the buildings any more. It end up,
the HOAs have all the rights to do whatever they wanted, without any
supervision what so ever from any higher authorities to control the HOAs

from abusing the owners' budget and the hostile treatments of the owners who dared to questions the HOA about any abusive budget.

"Unfortunate the HOA understands and realized that very well".

- 3.** Most of the NEW Rules and REGULATIONS established by the APATB IV HOA were ONLY and ONLY for the benefit and in favor of the HOA NOT in favor of the owners or the buildings, especially if there were conflicts in benefits interest. Since there is absolutely NO CONTROL or Jurisdiction from any higher authorities over the HOA.
- 4.** Without Jurisdiction, especially on the budget, then any conflict of interest between the HOAs and the owners, would establish great hostilities between the HOA and the owners.
- 5.** Since the Major Goal for the current APATB IV HOA become to keep the owners away from them as much as they can, i.e. "The UNTOUTCHABLE", so the HOA can do whatever they want according to their own benefits, and not for the owners or the building's benefits anymore as it was supposed to be, especially if the Members of the Board of Directors are fully cooperating, supporting, and in the Real Estate's side, as it is the case with APATB IV HOA.
- 6.** The HOA started to avoid taking any responsibilities for any condo's services or in the buildings that the owners used to have before from the previous Realities [J.W. Property and White Reality]; as for example but not limited: e.g. winterizing the condos when most of the owners are away in their homes

in different States during fall and winter, replacing the air condition sleeves [covers] in the balcony, etc.

7. The hostility toward the owners have escalated; that the HOA with the full cooperation of the Board Members “The UNTOUTCHABLE”, started to treat the owners as inmate in Alcatraz, especially if the owners is “FOREIGN Born American” and dared to ask about the abused budget, as for example but not limited:

- a.** Not answering the Plaintiff’s calls, even if the Plaintiff has left messages, as it happened with the Plaintiff several times. E.g. Mrs. Gina Pelliccio, Administrative Coordinator.
- b.** Hanging the phone in the Plaintiff’s face while the Plaintiff was talking to Atalaya’s employees; E.g. Mrs. Linea Krob, and Mr. Benjamin the Property Manager several times.
- c.** The HOA was ignoring any question or request from the Plaintiff. E.g. cutting the trees that block the balcony ocean view.
- d.** Asking the Plaintiff to leave Atalaya’s office, especially if the Plaintiff was FOREIGN Born American, and dared to ask about the abused budget, e.g. Mrs. Tracy Blackwood, Office Manager, documented in email.
- e.** Threaten the Plaintiff, FOREIGN Born American, to call the police if the Plaintiff did not leave their office, because the Plaintiff, Foreign

Born American, Dared to ask about the abused budget! E.g. Mrs. Tracy Blackwood, Office Manager, documented in email.

- f.** Hiring a lawyer, to prevent the Plaintiff from contacting Atalaya Reality, so the HOA would not have to answer the Plaintiff's abused budget questions, because the HOA has no answered, besides will prevent the Plaintiff from documenting emails against the HOA abusing budget.
- g.** FAKE annual Board meeting with the owners. The Plaintiff have stopped attending the annual meeting since 2022, After the Plaintiff started to suffers from uncontrolled high blood pressure, that the Plaintiff could end up with stroke or heart attack, when the HOA cut the line in a teleconference Board meeting, because the Plaintiff Dared to ask questions about the abused budget.
- h.** The Plaintiff found the annual Board Meetings were always preplanned between both the Board Members and the Reality's employees to prevent, especially the Plaintiff, from asking any budget questions that the HOA could not answer in front of the owners. Documented in several emails.
- i.** VIOLATING RULES AND REGULATIONS OF: HOA in the SC Horizontal Property Acts; become totally deviated from the original track; to keep the properties in a good condition, and follow the owners' goals, these are no longer exists with the HOA.

j. VIOLATING ALL RULES AND REGULATION OF SCREC.

k. VIOLATING ANTITRUST FEDERAL LAWS;

V. RELIEF

It became clear to the Plaintiff the problem is **NOT** a single owner Yvette, the Plaintiff, against some Members in the HOA, i.e.

PLAINTIFF: Owner Yvette

VS.

DEFENDANT: APATB IV HOA

CONTRARY, the real and actual problem is:

PLAINTIFFS: The Owners of the condos on the Ocean Front in Myrtle Beach.

VS.

DEFENDENTS: The HOAs of the Ocean Front in Myrtle Beach.

-Even though all of us are currently suffering from inflation, but the exaggeration and the competition between HOAs on the owners' budget with full corruptions ends up; the overcharges condos fees became unaffordable to many owners, to satisfy the HOA needs besides the inflation.

-THEREFORE: the only way to resolve this crisis, according to the direction of the SCREC is; by filling my case to the "**FEDERAL COUT**" [NOT Magistrate Court as the SCREC and Consumer Affairs were recommended the Plaintiff], to have:

1. Honorable Federal Judge,

2. Jury trial,

3. Provide the Plaintiff with the **“DISCOVERY”**:

A. **All the budget documents** the Plaintiff had requested several times every year since 2020 and before, and the HOA never responded or provided it.

B. The annual accounting Audit reports of 2022, 2023, 2024.

C. Other Budget documents.

D. Answered all the Plaintiff questions regarding the corrupted budget.

4. “Defendants; **WITNESS UNDER OATH**”. The Plaintiff requesting

Maximum Penalty for lying under Oath in a Federal Court, in the presence of the “HONORABLE” Federal Judge.

5. Any Defendant’s answer the abusive owners budget with:

“WE HAD ALREADY ANSWERED” without providing the right direct answer consider **“LYING UNDER OATH, AND GUILTY”**

6. If the HOA will be found GUILTY for VIOLATING the Rules and

Regulations of SCREC, Federal Antitrust laws, Federal Discrimination

Laws for Racism, etc. etc. the Plaintiff requesting from the Honorable

Federal Judge to have the maximum Penalty to the HOA and the Members

of the Board of Directors for JUSTICE, to be an example to the other HOAs

in the ocean front, who dares to abuse the owners’ budget with the

Antitrust Policy the HOA following.

- 7. Retroactive back pay**; retains back the all the Plaintiff's abused yearly budget money the HOA abused from the Plaintiff every year.
- 8.** Besides, **Retroactive back pay** the Fake Bills from the HOA to the Plaintiff for retaliations: "\$5,126 in April 3rd, 2024, & \$3,700 in June 3rd, 2024", etc.
- 9. Retroactive back pay** for the damaged HOA's plumber have done in the Plaintiff's condo and promised to fix it, but they NEVER DONE.
- 10.** The Plaintiff request to cut the Palm trees that were planted in front of my condo balcony against the Plaintiff's will, where the Board President promised the planted tree would not grow. CONTRARY, the Palm tree grows and blocks the ocean beach view of the Plaintiff condo balcony, as the Plaintiff expected.
- 11. Replaced the outside condo screen door** that damaged by the Hurricane.
- 12. Plaintiff Compensation.** Working in my case since 2010 till present: collecting information. Contacting several associations to gather information both by emails, phones, and life visiting the locations. Contacting several owners both life and by emails discussing the abused budget. Sending yearly emails several times to the HOA asking about the abused budget but never received any responses or logic answer. Reporting every conflict incidence in the Plaintiff's emails to the HOA. Doing several undercover investigations. Applied twice to the Board Financial opening

position, and facing full hostilities from the HOA and some owners trying to block the Plaintiff request to have the financial position in the Board.

Hired a private paid lawyer, where a HOA respond with full hate of false character attacks against the Plaintiff. Filing cases in both the BBB and Consumer Affairs twice, once against White Reality in 2020 and the second against Atalaya Reality in 2024. Taking SCRE license #139748, to study the laws and regulations of the HOA, so the Plaintiff can face the HOA legally in the court, doing research in the Consumer Affairs site, for the HOA Complaints the Consumer Affairs have received in the last five years, Etc. Etc.

“ The court may grant as relief, if deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order, and may award to the plaintiff actual damages and punitive damages, together with court costs and reasonable attorney’s fees in the case of a prevailing plaintiff, provided that the said plaintiff is not financially able to assume said attorney’s fees”

13. Refund the full payment of the Federal Court Expenses the Plaintiff has paid.

14. Finally, Hope the Plaintiff will be able to request from the U.S.

Congress to establish a New HOA Board, with new Rules and Regulations

for the HOAs to be under full Jurisdiction, since the current SCREC refused to take any responsibility for the HOA's Violations.

- 15.** Request the IRS to have Full control on the owners' budget, by AUDITING the HOAs yearly budget, especially if the monthly fee and/or the assessments exceed \$100/month, be aware:
- A.** Be sure to track the money in reserve every year, i.e. if the money in reserve is carry over or have been used for the building repairs, not just to adjust the budget and then disappear next year.
 - B.** All the expenses bills are ONLY and ONLY used for ONLY that specific building, NOT used for other buildings the HOA are supervising, or for the HOA office expenses, or even used for personal expenses and their relatives.
 - C.** Hope and pray, that the HOA: Atalaya Reality and the Members of the Board of Directors will not resigns and leave before the Plaintiff finish the HOA case in the Federal Court, as it happened before with the previous White Reality who closed their business after 56 years in Real Estate businesses, and two Board of Directors resigned: Mr. James Knaus resigned when the plaintiff requested to hire a lawyer, and Mr. Carol Hollendonner resigned when the Plaintiff hired private paid lawyer. AMEN. **"By God's well so help me God"**

Plaintiff Yvette Iskander [Eskander], APATB IV, Unit #223.

Cell # 910-650-1062

VI. Certification and Closing


Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint:

(1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing exiting law; (3) the factual contentions have evidentiary support or, if specifically so identical, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: August 26th, 2024

Signature of Plaintiff: Yvette 

Printed Name of Plaintiff: Yvette Iskander (Eskander)